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No. 45] NEW DELHI, OCTOBER 30—NOVEMBER 5, 2011, SATURDAY/KARTIKA 8—KARTIKA 14, 1933

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 21 अक्टूबर, 2011

का.आ. 3087.—केंद्रीय सरकार, जनरल कलाजिज अधिनियम, 1897 (1897 का अधिनियम सं. 10) की धारा 16 के साथ पठित दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली उच्च न्यायालय, नई दिल्ली में केंद्रीय अन्वेषण ब्यूरो के विशेष लोक अभियोजक के रूप में श्री पवन कुमार बहल, एडवोकेट की इस विभाग की दिनांक 18-7-2011 की अधिसूचना सं. 225/27/2011-एवीडी-II द्वारा जारी की गई नियुक्ति को एतद्वारा रद्द किया जाता है।

[फा. सं. 225/27/2011-एवीडी-II]

राजीव जैन, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 21st October, 2011

S.O. 3087.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974) read with Section 16 of the General Clauses Act, 1897 (Act No. 10 of 1897), the Central Government hereby cancel the appointment of Shri Pawan Kumar Bahl, Advocate, as Special Public Prosecutor of the Central Bureau of Investigation in Delhi High Court at New Delhi issued vide this Department Notification No. 225/27/2011-AVD-II dated 18-7-2011.

[F. No. 225/27/2011-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 24 अक्टूबर, 2011

का.आ. 3088.—केंद्रीय सरकार एतद्वारा दण्ड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए परीक्षण न्यायालयों में दिल्ली विशेष पुलिस स्थापना (के.अ.ब्यूरो) द्वारा एन.सी.टी. राज्य दिल्ली में संस्थापित मामलों का तथा अपीलों, पुनरीक्षणों या पुनरीक्षण या विधि द्वारा स्थापित अपीलीय न्यायालयों में इन मामलों से उत्पन्न अन्य मामलों का संचालन करने के लिए निम्नोक्त वकीलों को विशेष लोक अभियोजक के रूप में नियुक्त करती है :—

1. श्री कशमीर सिंह ठाकुर
2. श्री डी. के. सिंह
3. श्री जगबीर सिंह
4. सुश्री शालिनी जैन
5. श्री उमेश कुमार शर्मा
6. श्री जगदीश प्रसाद मिश्रा
7. श्री ललित मोहन सिंह बिष्ट
8. श्री ठाकुरी
9. श्री बरिन्द्र पाल सिंह

[फा. सं. 202/5/2011-एवीडी-II]
राजीव जैन, अवर सचिव

New Delhi, the 24th October, 2011

S.O. 3088.—In exercise of the powers conferred by sub-section (2) of Section 24 of the Code of Criminal Procedure, 1973 (Act No.2 of 1974), the Central Government hereby appoints following Advocates in Central Bureau of Investigation as Public Prosecutor for conducting the prosecution of cases in the State of NCT Delhi instituted by the Delhi Special Police Establishment (CBI) in trial courts and appeals, revisions or other matters arising out of these cases in revisional or appellate Courts, established by law :—

1. Shri Kashmir Singh Thakur
2. Shri D.K. Singh
3. Shri Jagbir Singh
4. Ms. Shalini Jain
5. Shri Umesh Kumar Sharma
6. Shri Jagdish Prasad Mishra
7. Shri Lalit Mohan Singh Bisht
8. Shri Thakuri
9. Shri Barinder Pal Singh

[F. No. 202/5/2011-AVD-II]
RAJIV JAIN, Under Secy.

नई दिल्ली, 24 अक्टूबर, 2011

का.आ. 3089.—केंद्रीय सरकार एतद्वारा दण्ड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए परीक्षण न्यायालयों में दिल्ली विशेष पुलिस स्थापना (के.अ. ब्यूरो) द्वारा राजस्थान राज्य में संस्थापित मामलों का तथा अपीलों, पुनरीक्षणों या पुनरीक्षण या विधि द्वारा स्थापित अपीलीय न्यायालयों में इन मामलों से उत्पन्न अन्य मामलों का संचालन करने के लिए निम्नोक्त वकीलों को विशेष लोक अभियोजक के रूप में नियुक्त करती है :—

1. श्री जसराज सिंह राजावत
2. श्री अश्विनी कुमार शर्मा

[फा. सं. 202/5/2011-एवीडी-II]
राजीव जैन, अवर सचिव

New Delhi, the 24th October, 2011

S.O. 3089.—In exercise of the powers conferred by sub-section (2) of Section 24 of the Code of Criminal Procedure, 1973 (Act No.2 of 1974), the Central Government hereby appoints following Advocates in Central Bureau of Investigation as Public Prosecutor for conducting the prosecution of cases in the State of Rajasthan instituted by the Delhi Special Police Establishment (CBI) in trial courts and appeals, revisions or other matters arising out of these cases in revisional or appellate Courts, established by law :—

1. Shri Jasraj Singh Rajawat
2. Shri Ashwini Kumar Sharma

[F. No. 202/5/2011-AVD-II]
RAJIV JAIN, Under Secy.

नई दिल्ली, 24 अक्टूबर, 2011

का.आ. 3090.—केंद्रीय सरकार एतद्वारा दण्ड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए परीक्षण न्यायालयों और अपील, पुनरीक्षण या विधि द्वारा स्थापित पुनरीक्षण या अपीलीय न्यायालयों में दिल्ली विशेष पुलिस स्थापना (के.अ.ब्यूरो) द्वारा संस्थापित महाराष्ट्र राज्य के स्थानीय क्षेत्र में अभियोजन मामलों का संचालन करने के लिए केंद्रीय अन्वेषण ब्यूरो के निम्नलिखित अधिवक्ताओं को विशेष लोक अभियोजक के रूप में नियुक्त करती है :—

1. सुश्री संजना सोमनाथ शर्मा
2. श्री घरत ज्यवंत हरीशचंद्रा
3. श्री भटनागर राजेंद्र रतनलाल
4. श्री राजेंद्र रामकिशन मेंधे

5. श्री अरविंद अंकुश अघेय
6. श्री मकरंद विनोद आचार्य

[फा. सं. 202/5/2011-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 24th October, 2011

S.O. 3090—In exercise of the powers conferred by sub-section (2) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974) of the Central Government hereby appoints following Advocates in Central Bureau of Investigation as Public Prosecutor for conducting the prosecution of cases in the State of Maharashtra instituted by the Delhi Special Police Establishment (CBI) in trial courts and appeals, revisions or other matters arising out of these cases in revisional or appellate Courts, established by law :—

1. Ms. Sanjana Somnath Sharma
2. Shri Gharat Jaywant Harishchandra
3. Shri Bhatnagar Rajendra Ratanlal
4. Shri Rajendra Ramkrishna Mendhe
5. Shri Arvind Ankush Aghay
6. Shri Makarand Vinod Acharay

[F.No. 202/5/2011-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 24 अक्टूबर, 2011

का.आ. 3091—केंद्रीय सरकार एतद्वारा दण्ड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए परीक्षण न्यायालयों और अपील, पुनरीक्षण या विधि द्वारा स्थापित पुनरीक्षण या अपीलीय न्यायालयों में दिल्ली विशेष पुलिस स्थापना (के.अ.ब्यूरो) द्वारा संस्थापित गोवा राज्य के स्थानीय क्षेत्र में अभियोजन मामलों का संचालन करने के लिए केंद्रीय अन्वेषण ब्यूरो के निम्नलिखित अधिवक्ताओं को विशेष लोक अभियोजक के रूप में नियुक्त करती है :—

1. श्री सिद्धार्थ आर. देसाई

[फा. सं. 202/5/2011-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 24th October, 2011

S.O. 3091—In exercise of the powers conferred by sub-section (2) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints following Advocates in Central Bureau of Investigation as Public Prosecutor for conducting the prosecution of cases in the State of Goa instituted by the Delhi Special Police Establishment (CBI) in trial courts and appeals, revisions or other matters arising out of these

cases in revisional or appellate Courts, established by law :—

1. Shri Sidharth R. Desai.

[F.No. 202/5/2011-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 25 अक्टूबर, 2011

का.आ. 3092—केंद्रीय सरकार एतद्वारा दण्ड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए बम्बई उच्च न्यायालय के नागपुर बेंच में अभियोजन अपीलों, पुनरीक्षणों या दिल्ली विशेष पुलिस स्थापना (सीबीआई) द्वारा अन्वेषित किए जा रहे मामलों से उद्भूत मामलों का संचालन करने के लिए श्री श्याम बाबुराव अहीरकर, एडवोकेट को दिल्ली विशेष पुलिस स्थापना (केंद्रीय अन्वेषण ब्यूरो) के विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/38/2011-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 25th October, 2011

S.O. 3092—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974) of the Central Government hereby appoints Shri Shyam Baburao Ahirkar, Advocate as Special Public Prosecutor of the Delhi Special Police Establishment (Central Bureau of Investigation) in the Nagpur Bench of Bombay High Court for conducting the prosecution appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment (CBI).

[F.No. 225/38/2011-AVD-II]

RAJIV JAIN, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 21 अक्टूबर, 2011

का.आ. 3093—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, श्री के. सेल्वराज (जन्म तिथि 19-7-1957) को उनकी नियुक्ति की अधिसूचना की तिथि से चार वर्षों की अवधि के लिए अथवा अगले आदेश होने तक, जो भी पहले हो, श्री सी. पी. नायर के स्थान पर भारतीय रिजर्व बैंक के दक्षिणी स्थानीय बोर्ड में अंशकालिक गैर-सरकारी सदस्य के रूप में नियुक्त करती है।

[फा. सं. 1/3/2010-बीओ-I]

विजय मल्होत्रा, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 21st October, 2011

S.O. 3093—In exercise of the powers conferred by Sub-section (1) of Section 9 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby

appoints Shri K. Selvaraj (DoB: 19-7-1957) as part time non-official Member on the Southern Local Board of Reserve Bank of India, for a period of four years from the date of notification of his appointment or until further orders, whichever is earlier vice Shri C.P. Nair.

[F. No. 1/3/2010-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 21 अक्टूबर, 2011

का.आ. 3094.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 9 के उप-खण्ड (1) और (2) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खण्ड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, केनरा बैंक के विशेष सहायक श्री जी. वी. सांबासिवा राव (जन्म तिथि 2-5-1956), को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, केनरा बैंक के निदेशक मण्डल में कर्मकार कर्मचारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 6/04/2011-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 21st October, 2011

S.O. 3094.—In exercise of the powers conferred by clause (e) of the Sub-section 3 of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with Sub-clause (1) and (2) of clause 9 of The Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby appoints Shri G.V.Sambasiva Rao (DoB: 2-5-1956), Special Assistant, Canara Bank, as Workmen Employee Director on the Board of Directors of Canara Bank for a period of three years with effect from the date of notification of his appointment or until further orders, whichever is earlier.

[F. No. 6/04/2011-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 21 अक्टूबर, 2011

का.आ. 3095.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, श्री किरण पांडुरंग (जन्म तिथि 6-3-1967) को उनकी नियुक्ति की अधिसूचना की तिथि से चार वर्षों की अवधि के लिए अथवा अगले आदेश होने तक, जो भी पहले

हो, श्रीमती देवकी जैन के स्थान पर भारतीय रिजर्व बैंक के दक्षिणी स्थानीय बोर्ड में अंशकालिक गैर-सरकारी सदस्य के रूप में नियुक्त करती है।

[फा. सं. 1/3/2010-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 21st October, 2011

S.O. 3095.—In exercise of the powers conferred by Sub-section (1) of Section 9 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby appoints Shri Kiran Pandurang (DoB: 6-3-1967) as part time non-official Member on the Southern Local Board of Reserve Bank of India, for a period of four years from the date of notification of his appointment or until further orders, whichever is earlier vice Smt. Devaki Jain.

[F. No. 1/3/2010-BO-I]

VIJAY MALHOTRA, Under Secy.

केंद्रीय उत्पाद शुल्क, सीमाशुल्क एवं सेवा कर आयुक्त
का कार्यालय

भोपाल, 13 अक्टूबर, 2011

सं. 07/2011

का.आ. 3096.—श्री अंशुल मोहनिया, सिपाही, केंद्रीय उत्पाद एवं सीमा शुल्क, आयुक्तालय भोपाल का त्यागपत्र दिनांक 3-10-2011 आयुक्त, केंद्रीय उत्पाद, सीमा शुल्क एवं सेवाकर भोपाल द्वारा कार्मिक एवं प्रशिक्षण विभाग के कार्यालय ज्ञापन क्रमांक 28034/25/87-स्था.(अ) दिनांक 11-2-1988 के अंतर्गत स्वीकृत किया गया है। तदनुसार श्री अंशुल मोहनिया को केंद्रीय उत्पाद, सीमा शुल्क एवं सेवाकर आयुक्तालय भोपाल से दिनांक 13-10-2011 को अपराह्न में कार्यमुक्त किया जाता है ताकि वे शहरी विकास मंत्रालय, भारत सरकार, निर्माण भवन, नई दिल्ली में कनिष्ठ हिन्दी अनुवादक के पद पर कार्यभार ग्रहण कर सकें।

श्री अंशुल मोहनिया केंद्रीय सिविल सेवा के (पेंशन) नियम, 1972 के नियम 26(2) के अन्तर्गत आने वाले सभी भत्तों के पात्र होंगे।

[फा. सं. II(03)08/2010/स्था.-1]

पेरूमल देवराज, संयुक्त आयुक्त(का./स.)

OFFICE OF THE COMMISSIONER OF
CUSTOMS, CENTRAL EXCISE AND SERVICE TAX

Bhopal, the 13th October, 2011

No. 07/2011

S.O. 3096.—The Commissioner of Customs, Central Excise and Service Tax, Bhopal is pleased to accept the resignation dated 3-1-2011 tendered by Shri Anshul Mohania, Sepoy, Customs, Central Excise and Service Tax, Bhopal, as per the DOPT OM No. 28034/25/87-Estt(A) dated

11-2-1988. Accordingly, he is relieved from Customs, Central Excise and Service Tax, Bhopal Commissionerate on 13th October, 2011 in the afternoon to enable him to join Ministry of Urban Development, Govt. of India, Nirman Bhawan, New Delhi as Junior Hindi Translator.

He will be entitled to the benefits under Rule 26(2) of CCS (Pension) Rules, 1972.

[F. No. II(03)08/2010-Estt. I]

PERUMAL DEVARAJ, Jt. Commissioner (P&V)

विदेश मंत्रालय

(सीपीवी प्रभाग)

नई दिल्ली, 12 अक्टूबर, 2011

का.आ. 3097.—राजनयिक और कॉन्सुलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में, केंद्र सरकार एतद्वारा श्री त्रिलोक चोपड़ा सहायक को 12-10-2011 से भारत के राजदूतावास, मेक्सिको सिटी में सहायक कांसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी 4330/01/2006]

आर. के. पेरिन्डिया, अवर सचिव (कांसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 12th October, 2011

S.O. 3097.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri Trilok Chopra, Assistant, Embassy of India, Mexico City to perform the duties of Assistant Consular Officer with effect from 1st October, 2011.

[No. T. 4330/01/2006]

R. K. PERINDIA, Under Secy. (Consulor)

नागर विमानन मंत्रालय

नई दिल्ली, 24 अक्टूबर, 2011

का.आ. 3098.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग), नियम 1976 के नियम-10 के उप नियम (4) के अनुसरण में, नागर विमानन मंत्रालय के उपक्रम भारतीय विमानपत्तन प्राधिकरण के रांची स्थित बिरसा मुंडा हवाईअड्डा को, जिसके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

[फा. सं. ई-11011/10/2010-रा.भा.]

प्रशांत शुक्ल, संयुक्त सचिव

MINISTRY OF CIVIL AVIATION

New Delhi, the 24th October, 2011

S.O. 3098.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for the Official Purposes of the Union) Rules, 1976, the Central Government, hereby notifies the Office of the Airport Authority of India, Birsamunda Airport, Ranchi, an undertaking of Ministry of Civil Aviation, whereof, more than 80% staff have acquired the working knowledge of Hindi.

[No. E-11011/10/2010-OL]

PRASHANT SUKUL, Jt. Secy.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

नई दिल्ली, 29 अक्टूबर, 2011

का.आ. 3099.—केंद्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, नामतः—

2. राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर द्वारा प्रदान की गई दंत-चिकित्सा डिग्रियों को मान्यता प्रदान करने के संबंध में दंत-चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची भाग I में क्रम संख्या 72 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी :—

“VIII एकलव्य दंत चिकित्सा महाविद्यालय

और अस्पताल, कोटपुतली, राजस्थान

(i) बैचलर ओफ डेंटल सर्जरी

बी. डी. एस,

(यदि दिनांक 8-10-2009 को

राजस्थान स्वास्थ्य विज्ञान

अथवा उसके पश्चात् प्रदान

विश्वविद्यालय, जयपुर”

की गई हो)।

[फा. सं. वी-12017/22/2003-डीई]

सूबे सिंह, उप सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 29th October, 2011

S.O. 3099.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 and 3 against Serial No.72, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Rajasthan University of Health Sciences, Jaipur, the following entries shall be inserted thereunder :—

“VIII. Eklavya Dental
College & Hospital,
Kotputli, Rajasthan

(i) Bachelor of Dental Surgery

(if granted on or after 8-10-2009)

BDS, Rajasthan
University of Health
Sciences, Jaipur.”

[F.No. V. 12017/22/2003-DE]

SUBE SINGH, Dy. Secy.

कृषि मंत्रालय

(कृषि अनुसंधान एवं शिक्षा विभाग)

नई दिल्ली, 16 सितम्बर, 2010

का.आ. 3100.—लोक परिसर (अप्राधिकृत दखलकारों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा तालिका के कालम (2) में निम्नलिखित अधिकारियों को, सरकार के राजपत्रित अधिकारी के पद के समकक्ष अधिकारी होने के नाते, उक्त अधिनियम के उद्देश्यों के लिए सम्पदा अधिकारी नियुक्त करती है, जो नीचे दी गई तालिका के कॉलम (3) की सदृश प्रविष्टि में विनिर्दिष्ट लोक परिसरों के संबंध में, अपने संबंधित क्षेत्राधिकार की स्थानीय सीमाओं में उक्त अधिनियम के द्वारा या इसके अन्तर्गत सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग, और निहित कर्तव्यों का निष्पादन करेंगे।

तालिका

क्रम सं.	अधिकारी का नाम और पदनाम	दर्शाए गए राज्यों के अनुसार स्थानीय सीमाएं
1	2	3
1.	श्री जी. जी. हरकांगी मुख्य प्रशासनिक अधिकारी, भारतीय बागवानी अनुसंधान संस्थान बैंगलौर।	तमिलनाडु, केरल, आंध्र प्रदेश, पांडिचेरी, दादर व नागर हवेली, कर्नाटक तथा लक्षद्वीप
2.	श्री एस. के. गजमोती वर्ग ८ प्रशासनिक अधिकारी, भारतीय कृषि अनुसंधान संस्थान, नई दिल्ली	उत्तर प्रदेश, दिल्ली, हरियाणा, पंजाब और जम्मू एवं कश्मीर

[फा. सं. 15(15)/2010-ई एण्ड एम]

विजय सिंह, अवर सचिव

MINISTRY OF AGRICULTURE

(Department of Agricultural Research and Education)

New Delhi, the 16th September, 2010

S.O. 3100.—In exercise of powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the following officers mentioned in column (2) of the Table, being the officers equivalent to the rank of Gazetted Officer of the Government, to be Estate Officers for the purposes under the said Act, who shall exercise the powers conferred, and perform the duties imposed, on the Estate Officers by or under the said Act, within the local limits of their respective jurisdiction, in respect of the public premises specified in the corresponding entry in column (3) of the Table below.

TABLE

Sl. No.	Name and Designation of the Officer	Local limits as per States indicated
1.	Shri G. G. Harkangi, Chief Administrative Officer, Indian Institute of Horticultural Research, Bangalore	Tamil Nadu, Kerala, Andhra Pradesh, Pondicherry, Dadra and Nagar Haveli, Karnataka and Lakshadweep
2.	Shri S.K. Gajmoti, Senior Administrative Officer, Indian Agricultural Research Institute, Pusa, New Delhi.	Uttar Pradesh, Delhi, Haryana, Punjab and Jammu & Kashmir

[F.No. 15(15)/2010-E & M]

VIJAY SINGH, Under Secy.

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 24 अक्टूबर, 2011

का.आ. 3101.—केंद्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उप-नियम (2) के साथ पठित, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पैसर्स एसन एंड कंपनी, हरी कृपा, 17बी, प्रथम क्रास रोड, गांधी नगर, बेल्लारी-583103 को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3975 तारीख 20 दिसम्बर, 1965 के साथ उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क (समूह-1) अर्थात् लौह अयस्क, और मैंगनीज अयस्क मैंगनीज डॉयक्साइड को छोड़कर उक्त खनिजों और अयस्कों को निम्नलिखित शर्तों के अधीन

बेल्लारी में निर्यात से पूर्व निरीक्षण करने के लिए एक अभिरक्षण के रूप में मान्यता देती है, अर्थात् :-

(i) मैसर्स एसन एंड कम्पनी, हरी कृपा, 17बी, प्रथम क्रॉस रोड, गांधी नगर, बेल्लारी-583103 खनिज और अयस्क, समूह-1 का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण का प्रमाण-पत्र देने के लिए उनके द्वारा अपनाई गई पद्धति की जांच करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद् द्वारा नामनिर्देशित अधिकारियों को पर्याप्त सुविधाएं देगी।

(ii) मैसर्स एसन एंड कम्पनी, हरी कृपा, 17बी, प्रथम क्रॉस रोड, गांधी नगर, बेल्लारी-583103 इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण और क्वालिटी नियंत्रण) निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगी।

[फा. सं. 4/4/2011-निर्यात निरीक्षण]

डी. एस. डेसी, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 24th October, 2011

S.O. 3101.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rule, 1964, the Central Government hereby recognises, for a period of three years from the date of publication of this notification, M/s. Essen & Co. located at Hari Krupa, 17B, 1st Cross Road, Gandhi Nagar, Bellary- 583103, as an Agency for the inspection of Minerals and Ores Group-I, namely, Iron Ore and Manganese are excluding Manganese Dioxide, specified in the Schedule annexed to the Ministry of Commerce notification number S.O. 3975 dated 20th December 1965, prior to export of aforesaid minerals and ores at Bellary, subject to the following conditions, namely :—

- (i) M/s. Essen & Co., Hari Krupa, 17B, 1st Cross Road, Gandhi Nagar, Bellary- 583103, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the "Certificate of Inspection" under rule 4 of the Export of Minerals and Ores - Group I (Inspection) Rules ;
- (ii) M/s. Essen & Co., Hari Krupa, 17B, 1st Cross Road, Gandhi Nagar, Bellary- 583103, in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and

Quality Control) may give in writing from time to time.

[F. No. 4/4/2011-Export Inspection]

D. S. DHESI, Jt. Secy.

सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

नई दिल्ली, 18 अक्टूबर, 2011

का.आ. 3102.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के नियंत्रणाधीन निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है :

1. मंडल कार्यालय, खादी और ग्रामोद्योग आयोग, साई काम्प्लेक्स, द्वितीय तल, मुंशी प्रेम चन्द्र पार्क के सामने, बेतियाहाता, गोरखपुर-273001 (उत्तर प्रदेश)
2. क्षेत्रीय सीमा विकास कार्यालय, खादी और ग्रामोद्योग आयोग, माणिक्यलाल वर्मा भवन, आदर्श स्टेडियम के पास, नेहरू नगर, बाड़मेर-344001 (राजस्थान)
3. कयर भवन, कयर बोर्ड, गिरिस्याहट, 19-सुरन टागोर रोड, बाल्लीगुंज पी. ओ., बाल्लीगुंज, कोलकाता-700016 (पश्चिम बंगाल)।

[फा. सं. ई-12016/01/2005-हिन्दी]

अमरेन्द्र सिन्हा, संयुक्त सचिव

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

New Delhi, the 18th October, 2011

S.O. 3102.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices, under the control of the Ministry of Micro, Small and Medium Enterprises, whose more than 80% staff has acquired working knowledge in Hindi :

1. Divisional Office, Khadi & Village Industries Commission, Sai Complex, 2nd Floor, Opp. Munshi Premchand Park, Betia Hata, Gorakhpur-273001 (Uttar Pradesh).
2. Regional Border Development Office, Khadi & Village Industries Commission, Manikyalal Verma Bhavan, Near Adarsh Stadium, Nehru Nagar, Barmer-344001 (Rajasthan).
3. Coir Bhawan, Coir Board, Giriahat, 19- Suran Tagore Road, Balligunj P.O. Balligunj, Kolkata- 700016 (West Bengal).

[F. No. E-12016/01/2005-Hindi]

AMARENDRA SINHA, Jt. Secy.

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)**

New Delhi, the 24th August, 2011

S.O. 3103.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic Weighbridge) with digital indication of medium accuracy (Accuracy class-III) of series "EWB" and with brand name "ERA" (hereinafter referred to as the said model), manufactured by M/s. Equipment Expert Village Post. Dudhwa Khara, Distt. Churu, Rajasthan-331029 and which is assigned the approval mark IND/09/11/237;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Weighbridge) with a maximum capacity of 50 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

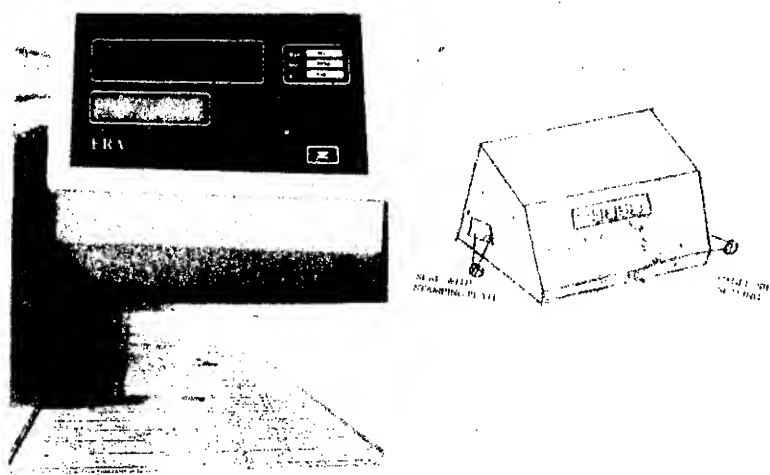


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value 1×10^k , 2×10^k , or 5×10^k , k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No.WM-21(121)/2011]

B. N. DIXIT, Director of Legal Metrology

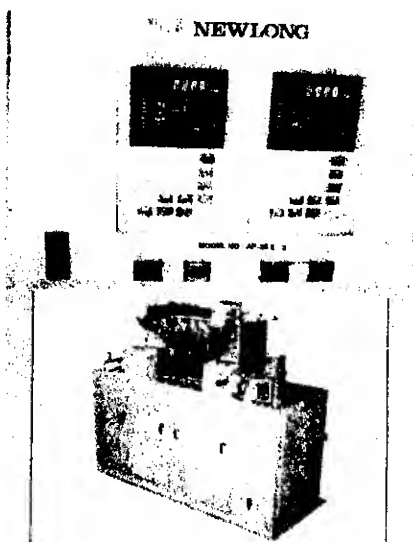
नई दिल्ली, 24 अगस्त, 2011

का.आ. 3104.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों के प्रयोग करते हुए मैसर्स न्यूलॉग मशीन वर्क्स लि. 14-14 मतसुगया, 1-छोमे, टाइटो-कु. टोक्यो-1100036 द्वारा विनिर्मित यथार्थता वर्ग, X(x) जहां x=1 वाले "एम्-30 ई-2" शृंखला के स्वचालित ग्रेविमेट्रिक फिलिंग उपकरण के मॉडल का, जिसके ब्रांड का नाम "एनएल-न्यूलॉग" है (जिसे इसमें इसको पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स आर. बी. इंटरप्राइजिज, प्लॉट नं. 91, जय प्रकाश हाउसिंग सोसायटी, धारनगुटी रोड, जवसिंगपुर-416101, जिला कोल्हापुर, महाराष्ट्र द्वारा बिक्री से पहले या बाद में बिना किसी परिवर्तन के भारत में आयात किया गया और जिसे अनुमोदन चिह्न आई एन डी/09/11/192 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक वेंब्रिज) है। इसकी अधिकतम क्षमता 50 कि.ग्रा. है और 'डी' वेल्यू 5 ग्रा. के साथ उत्पाद की मात्रा और प्रकृति पर निर्भर करते हुए इसकी बारम्बारता 20 फिल्ट्स प्रति मिनट है। मशीन को सभी प्रकार के फ्री फ्लोइंग मेटेरियल जैसे कैमिकल्स, चीनी, सूजी, रवा आदि भरने के लिए डिजाइन किया गया है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -1



आकृति -2 मॉडल को योजनाबद्ध सीलिंग करने का डायग्राम

स्टाम्प और सीलिंग के स्थापन के लिए इंडीकेटर की रियर साइड में कवर और ब्रेकिट में, दो बोर्ड स्कू में से लीडिड सीलिंग वायर निकाल कर कसा गया है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में कैलिब्रेशन के लिए बाहरी पहुंच है। बाहरी कैलिब्रेशन तक पहुंच को रोकने के लिए एनओवीआरएएम/पीसीबी में एक शार्ट लिंग दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 50 कि. ग्रा. तक की क्षमता वाले हैं।

[फा. सं. डब्ल्यू एम-21(111)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th August, 2011

S.O. 3104.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the Model of Automatic Gravimetric Filling Instrument belonging to Accuracy Class, X(x) where $x=1$ of series "AP-30 E-2" and with brand name "NL-NEWLONG" (hereinafter referred to as the said model), manufactured by M/s. Newlong Machine Works Ltd., 14-14 Matsugaya, 1-Chome, Taito-ku, Tokyo 110-0036 Japan and imported in India without any alteration before or after sale M/s. R. B. Enterprises, Plot No. 91, Jay Prakash Housing Society, Dharangutti Road, Jaysingpur-416101, District Kolhapur, Maharashtra and which is assigned the approval mark IND/09/11/192;

The said model is a strain gauge type load cell based Automatic Gravimetric Filling Instrument. It has maximum capacity of 50kg. and d value of 5g. with a frequency of 20 fills per minute depending upon the quantity and nature of the product. The machine is designed for filling all types of free flowing materials like chemicals, sugar, suji, rawa etc. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1 Model

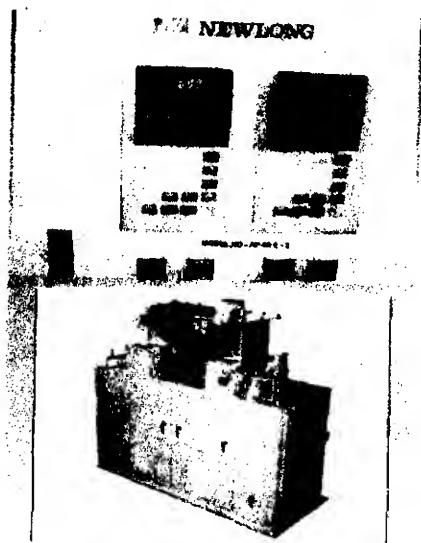


Figure-2 Schematic Diagram of sealing provision of the model

On the rear side of the indicator, a leaded sealing wire is fastened through two bored screws, passing over the cover and bracket, for receiving the verification stamp and seal. The indicator can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A short link is provided in NOVRAM/PCB to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity up to 50 kg. manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(111)/2011]

B. N. DIXIT, Director of Legal Metrology

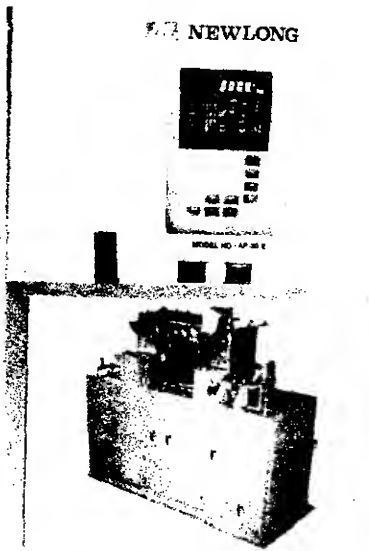
नई दिल्ली, 24 अगस्त, 2011

का.आ. 3105.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगतार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा शक्तियों के प्रयोग करते हुए मैसर्स न्यूलॉग मशीन वर्क्स लि., 14-14 मतसुगया, 1-छोमे, टाइटो-कु, टोक्यो-1100036 द्वारा विनिर्मित यथार्थता वर्ग, $X(x)$ जहां $x=1$ वाले "एपी-30 ई-2" शृंखला के स्वचालित ग्रेविमेट्रिक फिलिंग उपकरण के मॉडल का, जिसके ब्रांड का नाम "एनएल-न्यूलॉग" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स आर. बी. इंटरप्राइजिज, प्लॉट नं. 91, जय प्रकाश हाउसिंग सोसायटी, धारनगुटी रोड, जयसिंगपुर-416101, जिला कोल्हापुर, महाराष्ट्र द्वारा बिक्री से पहले या बाद में बिना किसी परिवर्तन के भारत में आयात किया गया और जिसे अनुमोदन चिह्न आई एन डी/09/11/193 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित स्वचालित ग्रेविमेट्रिक फिलिंग तोलन उपकरण है। इसकी अधिकतम क्षमता 50 कि.ग्रा. है और 'डी' वेल्यू 5 ग्रा. के साथ उत्पाद की मात्रा और प्रकृति पर निर्भर करते हुए इसकी बारम्बारता 10 फिल्स प्रति मिनट है। मशीन को सभी प्रकार के फ्री फ्लोइंग मेटिरियल जैसे कैमिकल्स, चीनी, सूजी, रवा आदि भरने के लिए डिजाइन किया गया है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -1



आकृति -2 मॉडल को योजनाबद्ध सीलिंग करने का डायग्राम।

स्टाम्स और सीलिंग के सत्यापन के लिए इंडीकेटर की रियर साइड में कवर और ब्रेकिट में, दो बोरेड स्कू में से लीडिड सीलिंग वायर निकालकर कसा गया है। उपकरण को सील से छेड़-छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए एनओवीआरएएम/पीसीबी में एक शार्ट लिंक दिया गया है।

और, केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मंक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 50 कि. ग्रा. तक की क्षमता वाले हैं।

[फा. सं. डब्ल्यू एम-21(111)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th August, 2011

S.O. 3105.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the Model of Automatic Gravimetric Filling Instrument belonging to Accuracy Class, X(x) where $x=1$ of series "AP-30 E" and with brand name "NL-NEWLONG" (hereinafter referred to as the said model), manufactured by M/s. Newlong Machine Works Ltd., 14-14 Matsugaya, 1-Chome, Taito-ku, Tokyo 1100036, Japan and imported in India without any alteration before or after sale M/s. R. B. Enterprises, Plot No. 91, Jay Prakash Housing Society, Dharangutti Road, Jaysingpur-416101, District Kolhapur, Maharashtra and which is assigned the approval mark IND/09/11/193 ;

The said model is a strain gauge type load cell based Automatic Gravimetric Filling Instrument. It has maximum capacity of 50kg. and d value of 5g. with a frequency of 10 fills per minute depending upon the quantity and nature of the product. The machine is designed for filling all types of free flowing materials like chemicals, sugar, suji, rawa etc. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1 Model

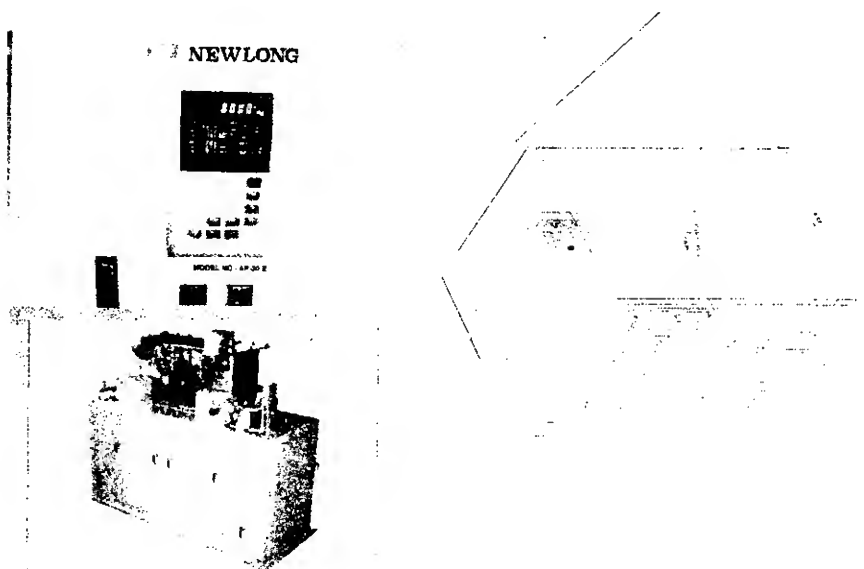


Figure-2 Sealing Diagram of sealing provision of the model.

On the rear side of the indicator, a leaded sealing wire is fastened through two bored screws, passing over the cover and bracket, for receiving the verification stamp and seal. The indicator can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A short link is provided in NOVRAM/PCB to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity up to 50 kg. manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(111)/2011]

B. N. DIXIT, Director of Legal Metrology

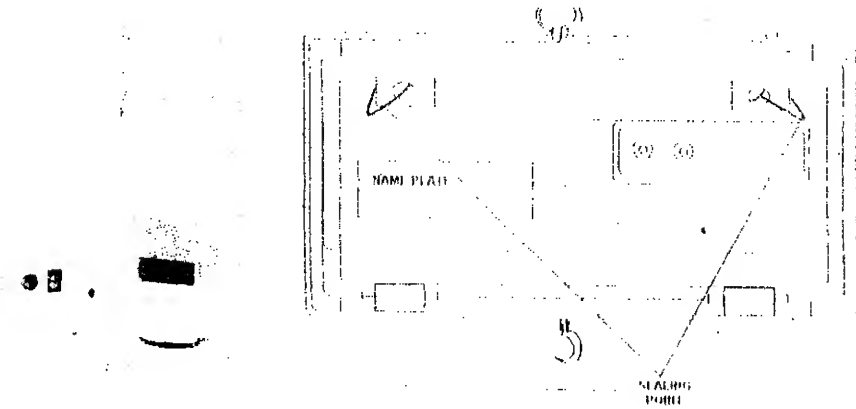
नई दिल्ली, 24 अगस्त, 2011

का.आ. 3106.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा, शक्तियों के प्रयोग करते हुए मैसर्स मास्टर इंडिया एजेंसिज, नेशनल ट्रिस्ट होम के सामने, एम सी रोड, पेरुम्बवूर-683542, केरल द्वारा विनिर्मित मध्यम यथार्थ (यथार्थता वर्ग III) वाले “एमआई-एचबी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (हैंगिंग वेइंग मशीन) के मॉडल का, जिसके ब्रांड का नाम “मार्वल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/239 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (हैंगिंग वेइंग मशीन) है। इसकी अधिकतम क्षमता 1000 कि. ग्रा. और न्यूनतम क्षमता 4 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -1



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील में जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(127)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th August, 2011

S.O. 3106.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report(see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Hanging Weighing Machine) with digital indication of medium accuracy (Accuracy class-III) of series "MI-HB" and with brand name "MARVEL" (hereinafter referred to as the said model), manufactured by M/s. Master India Agencies, Opp. National Tourist Home, M. C. Road, Perumbavoor-683542, Ernakulam District, Kerala and which is assigned the approval mark IND/09/11/239;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Hanging Weighing Machine) with a maximum capacity of 1000kg. and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model

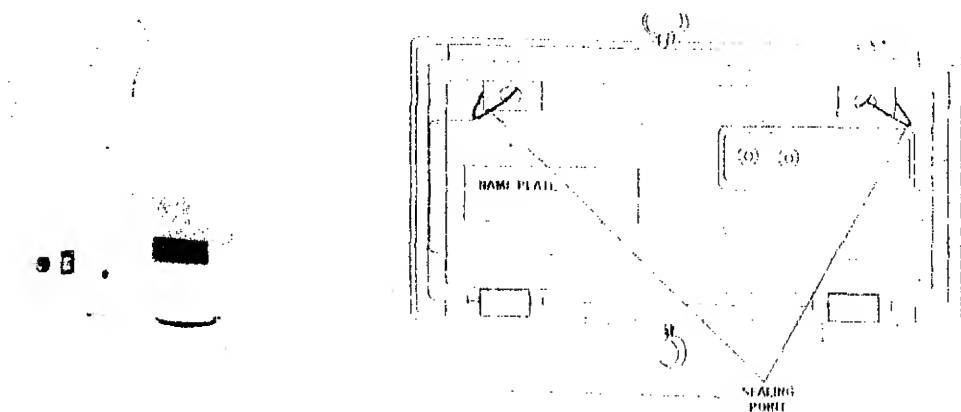


Figure-2 Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No.WM-21/(127)/2011]

B. N. DIXIT, Director of Legal Metrology

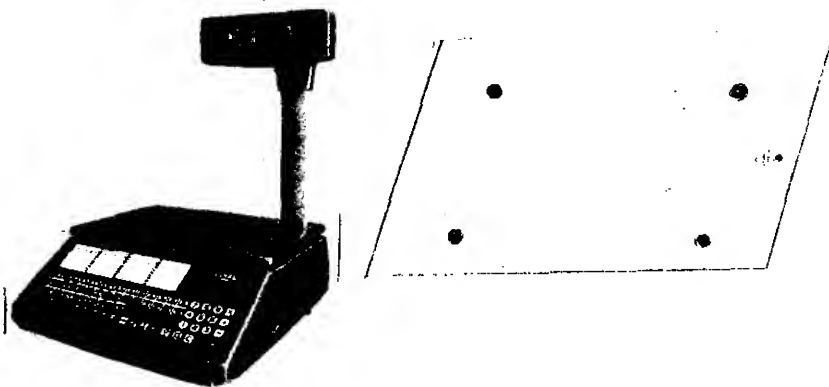
नई दिल्ली, 24 अगस्त, 2011

का.आ. 3107.—केन्द्रीय सरकार का, विहित प्राधिकारी नीदरलैंड मोटिनिस्टटुट नीदरलैंड, द्वारा जारी प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल र.प्रार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 के दूसरे परंतुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स डबल एस.ए., आस्टीज केलिया, 24 पोल.इंड. नेइनवर, 48160, डेरिओ विजसाया, स्पेन द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले '500' भ्रूखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) के मॉडल का, जिसके ब्राण्ड का नाम "डीआईबीएल" है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स तुला डिजिटल (इंडिया) प्रा. लि, ए-12, नारायणा इंडस्ट्रियल एरिया, फेज-1, नई दिल्ली-110028 द्वारा भारत में बिक्री से पूर्व अथवा बाद में बिना किसी परिवर्तन के विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/13/11/277 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) है। इसकी रेंज क्षमता 50 कि. ग्रा. और मापमान अंतराल < 6000 डिविजन (सिंगल या मल्टी इंटरवल, मल्टी रेंज) हैं। उपकरण 230 वी एसी 50 हर्ट्ज या 110 वी एसी, 50/60 हर्ट्ज या 240 वी ए सी, 50/60 हर्ट्ज 12 वीं डीसी बाह्य बैटरी या 12 वीं /14 वीं डीसी आंतरिक बैटरी पर कार्य करता है।

आकृति -1



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाडी में से सीलिंग वायर निकाल कर सीलिंग की जाती है। डिस्पले की बेस प्लेट और ऑट कवर के छेद से सील को जोड़कर, जब सील वायर इन दोनों छेदों से निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

[फा. सं. डब्ल्यू एम-21(66)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th August, 2011

S.O. 3107.—Whereas the Central Government, after considering the report submitted to it along with the Model approval certificate issued by Nederlands Meetinstituut, Netherlands, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the second proviso to Section 22 of the Legal Metrology Act, 2009 (1 of 2010) and sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class-III) of series "500" and with brand name "DIBAL" (hereinafter referred to as the said model), manufactured by M/s Dibal S: A. Astintze Kalea, 24-Pol. Ind. Neinver 48160, Derio, Vizcaya, Spain and marketed in India before or after sale by M/s. Tula Digital (India) Pvt. Ltd, A-12, Naraina Industrial Area, Phase-I, New Delhi-110028 and which is assigned the approval mark IND/13/11/277;

The said model is a load cell based non-automatic weighing instrument (Table Top Type) with a capacity in the range up to 50kg. and the number of scale interval $n < 6000$ divisions (Single or multi-interval, multi range). The instrument operates on 230 V AC, 50Hz or 110 V AC, 50/60Hz to 249V AC, 50/60Hz or 12V DC external battery or 12V/14V DC internal battery.

Figure-1 Model

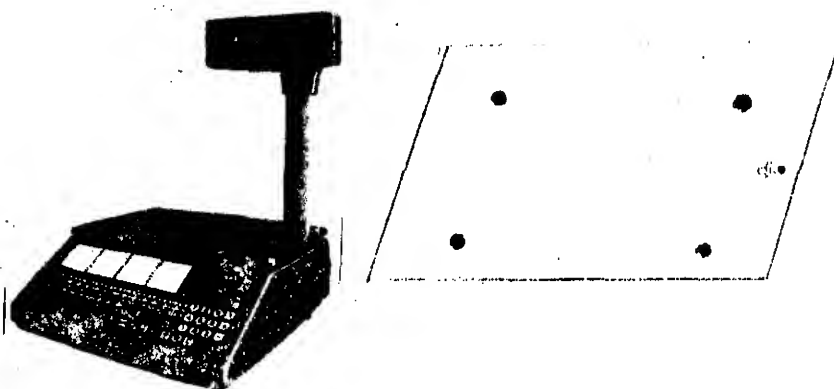


Figure-2 Schematic Diagram of the sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

[F.. No. WM-21 (66)/2011]

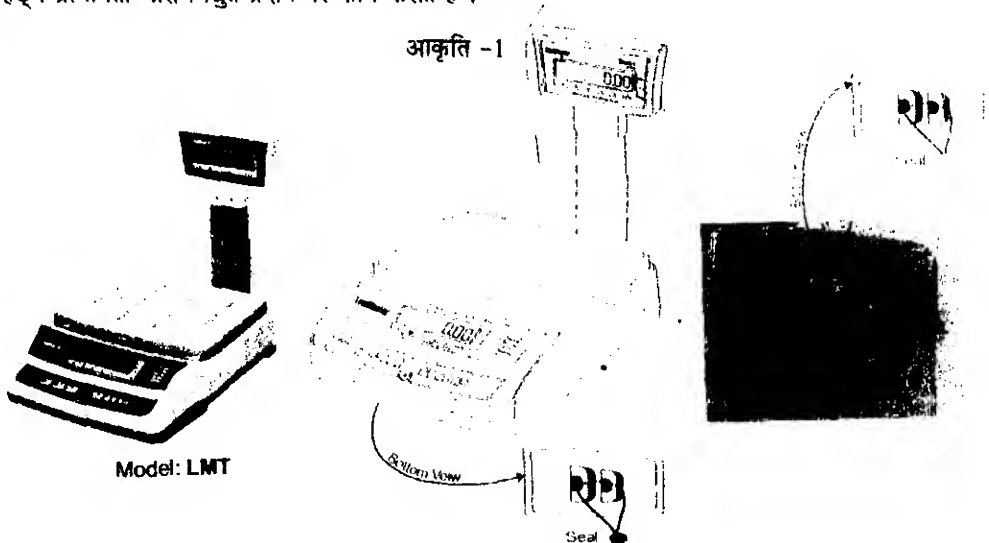
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 25 अगस्त, 2011

क्र.आ. 3108.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स लोडमास्टर इलेक्ट्रॉनिक्स, जी-67, सेलाकी इंडस्ट्रियल एरिया, देहरादून, उत्तराखण्ड द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एल एम टी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) के मॉडल का, जिसके ब्राण्ड का नाम "लोड मास्टर" है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन विह आई एन डी/09/11/272 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप टाइप) है। इसकी अधिकतम क्षमता 30 कि. ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(165)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th August, 2011

S.O. 3108.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Model) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class- III) of series "LMT" and with brand name "LOAD MASTER" (hereinafter referred to as the said model), manufactured by M/s. Loadmaster Electronics, G-67, Selaqui Industrial Area, Dehradun, Uttarakhand and which is assigned the approval mark IND/09/11/272;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model

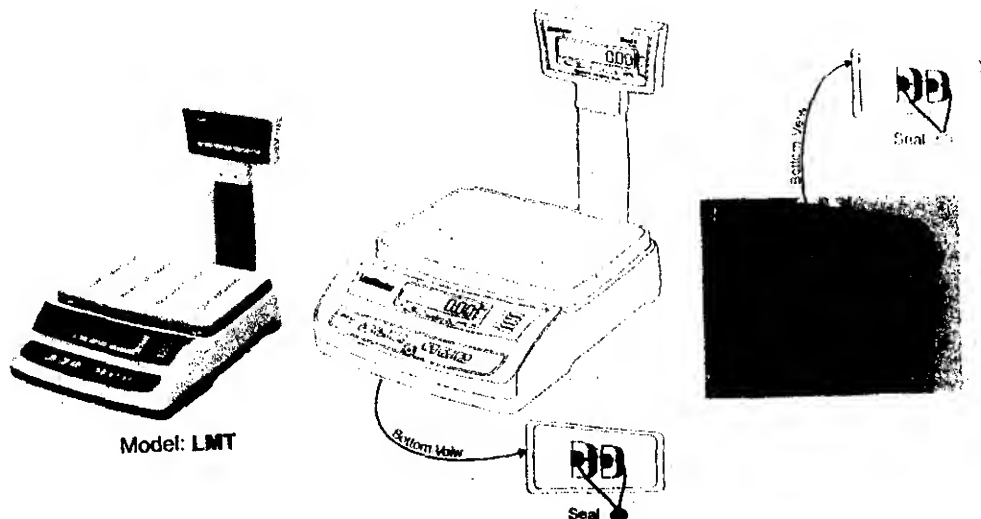


Figure-2 Schematic Diagram of the sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No.WM-21(165)/2011]

B. N. DIXIT, Director of Legal Metrology

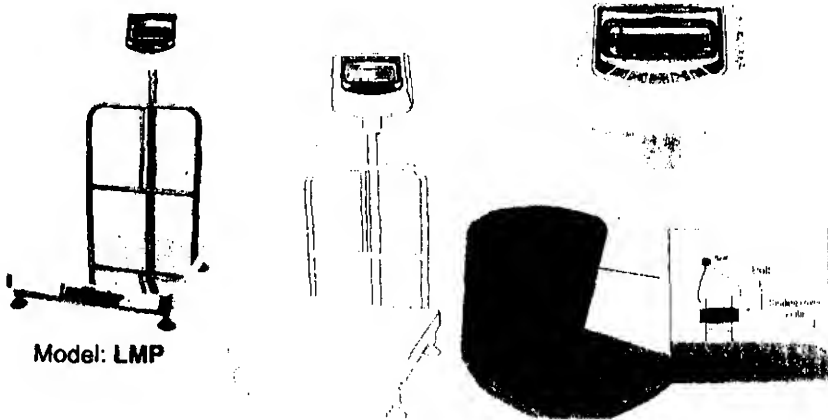
नई दिल्ली, 25 अगस्त, 2011

का.आ. 3109.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा शक्तियों का प्रयोग करते हुए मैसर्स लोडमास्टर इलेक्ट्रोनिक्स, जी-67, सेलाकी इंडस्ट्रियल एरिया, देहरादून, उत्तराखण्ड द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एल एम पी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्राण्ड का नाम "लोड मास्टर" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/273 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -1



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(165)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th August, 2011

S.O. 3109.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Medium Accuracy (Accuracy class- III) of series "LMP" and with brand name "LOAD MASTER" (hereinafter referred to as the said model), manufactured by M/s. Loadmaster Electronics, G-67, Selaqui Industrial Area, Dehradun, Uttarakhand and which is assigned the approval mark IND/09/11/273;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 4 kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1

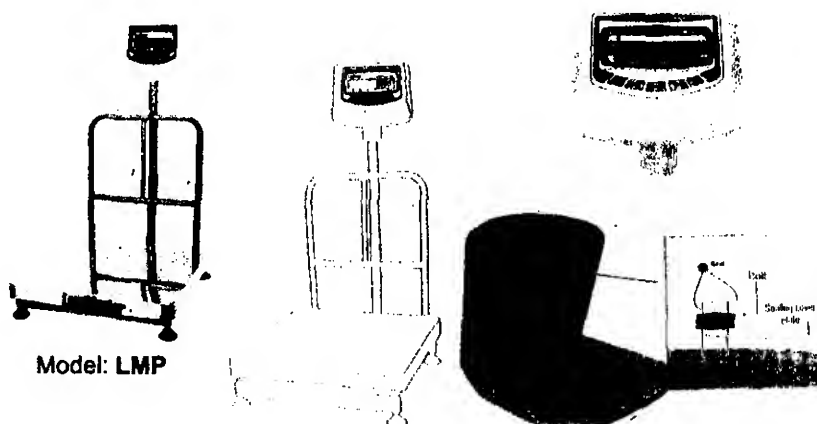


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg and up to 5000 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No.WM-21(165)/2011]

B. N. DIXIT, Director of Legal Metrology

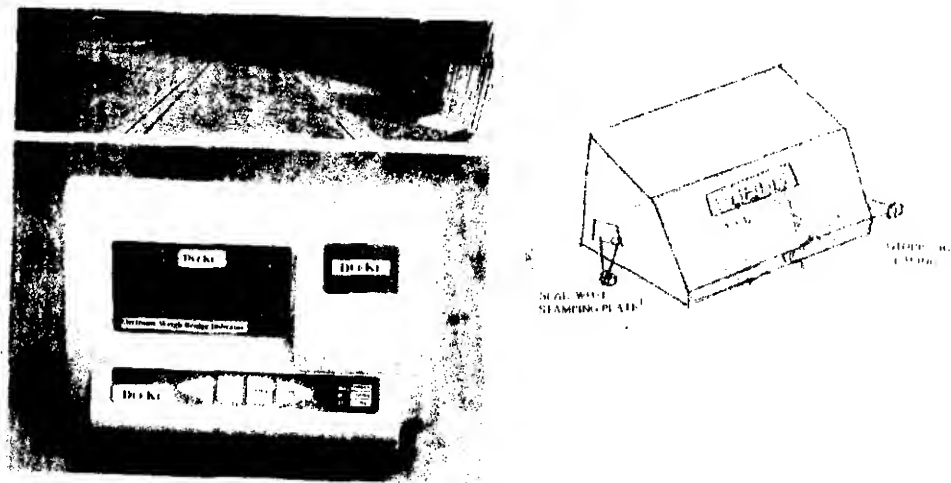
नई दिल्ली, 25 अगस्त, 2011

का.आ. 3110.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स श्री डिजिटल स्केल, भिवंडी नासिक हाइवे, विलेज-सोनाले, भिवंडी, जिला थाने (महाराष्ट्र) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “डीकेडब्ल्यूबी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक वेब्रिज) के मॉडल का, जिसके ब्राण्ड का नाम “डीईईकेई” है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/196 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक वेब्रिज) है। इसकी अधिकतम क्षमता 50 टन और न्यूनतम क्षमता 100 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) 5 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -1



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(114)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th August, 2011

S.O. 3110.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic Weighbridge) with digital indication of Medium Accuracy (Accuracy class- III) of series "DKWB" and with brand name "DEEKE" (hereinafter referred to as the said model), manufactured by M/s Shree Digital Scales, Bhiwandi-Nasik Highway, Village-Sonale, Bhiwandi, District Thane (Maharashtra) and which is assigned the approval mark IND/09/11/196;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Weighbridge) with a maximum capacity of 50 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) /display indicates the weighing result. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure-1 Model

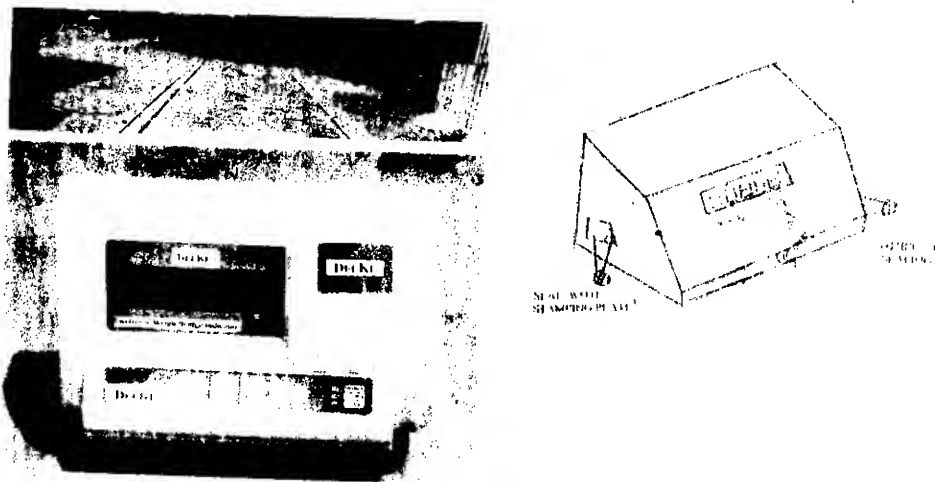


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No.WM-21(114)/2011]

B. N. DIXIT, Director of Legal Metrology

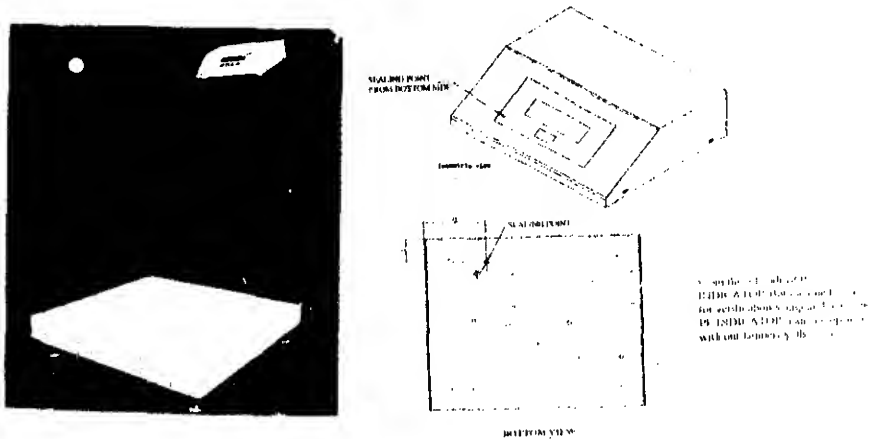
नई दिल्ली, 25 अगस्त, 2011

का.आ. 3111.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा शक्तियों को प्रयोग करते हुए मैसर्स काल-वन स्केल्ज, # 16-48 सी, ग्राउंड फ्लोर, लिटिल फ्लावर के पीछे, जूनियर कॉलेज, प्रशांत नगर, उत्पल, हैदराबाद-500039 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "सीई-पीएफ" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्राण्ड का नाम "काल-वन" है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/238 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप-कि.ग्रा. को लीटर में बदलने की सुविधा) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 4 ग्रा. है। सत्यापन मापमान अन्तराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -1



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(143)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th August, 2011

S.O. 3111.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform Type) with digital indication of Medium Accuracy (Accuracy class- III) of series "CE-PF" and with brand name "CAL-ONE" (hereinafter referred to as the said model), manufactured by M/s. Cal-One Scales, # 16-48C, Ground Floor, Behind Little Flower, Junior College, Prashant Nagar, Uppal, Hyderabad-500039 and which is assigned the approval mark IND/09/11/238;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform Type-with kg. to litre conversion facility) with a maximum capacity of 1000kg. and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) /display indicates the weighing result. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure-1 Model

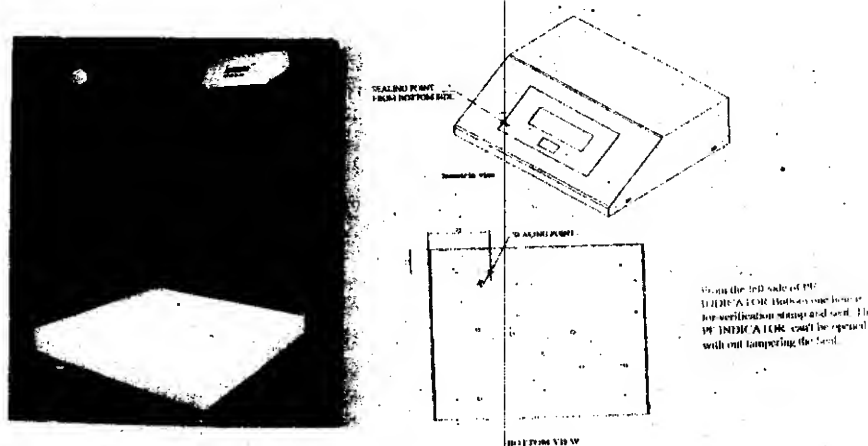


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity from 50kg and up to 5000 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No.WM-21(143)/2011]

B. N. DIXIT, Director of Legal Metrology

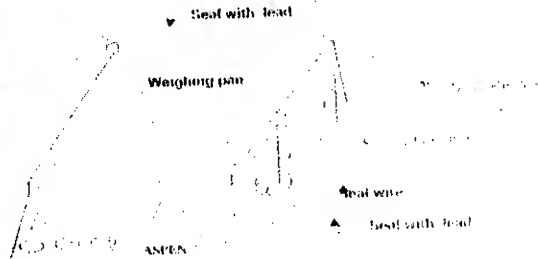
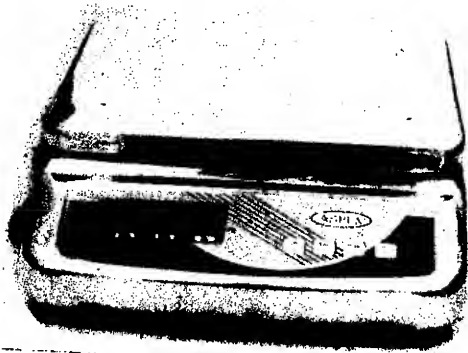
नई दिल्ली, 25 अगस्त, 2011

का.आ. 3112.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा शक्तियों का प्रयोग करते हुए मैसर्स जे पी इन्स्ट्रुमेंटेशन, 22/8, कुछिल गोशाला लेन, पोस्ट कदमतला, जिला हावड़ा-711101 (पश्चिम बंगाल) द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "एसपीजे" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) के मॉडल का, जिसके ब्राण्ड का नाम "एस्पिन" है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/250 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टाप टाइप) है। इसकी अधिकतम क्षमता 30 कि. ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -1



आकृति-2- मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि. ग्रा. तक के "ई" मान के लिए 100 से 100,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(149)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th August, 2011

S.O. 3112.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of High Accuracy (Accuracy class- II) of series "ASPJ" and with brand name "ASPEN" (hereinafter referred to as the said model), manufactured by M/s. J. P. Instrumentation, 22/8, Kuchil Ghosal Lane, Post Kadamtala, Distt. Howrah-711101 (W.B.) and which is assigned the approval mark IND/09/11/250;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) /display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1 Model

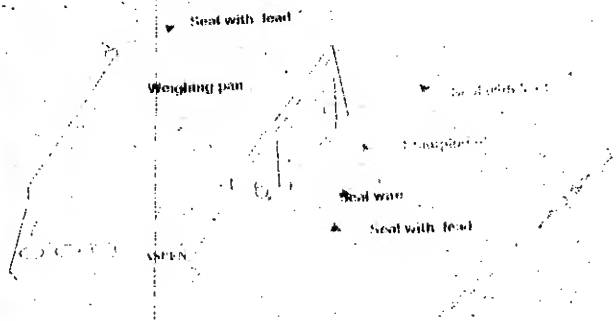
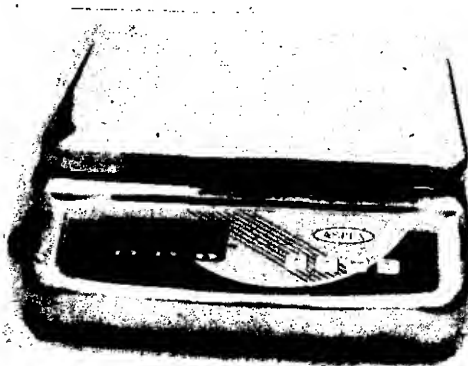


Figure-2— Schematic Diagram of the sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 100,000 for 'e' value of 1mg. to 50mg. and with verification scale interval (n) in the range of 5000 to 100,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(149)/2011]

B. N. DIXIT, Director of Legal Metrology

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th August, 2011

S.O. 3113.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class- III) of series "ASPT" and with brand name "ASPEN" (hereinafter referred to as the said model), manufactured by M/s. J. P. Instrumentation, 22/8, Kuchil Ghosal Lane, Post:Kadamtala, Distt. Howrah-711101 (W.B.) and which is assigned the approval mark IND/09/11/251;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) /display indicates the weighing result. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure-1 Model

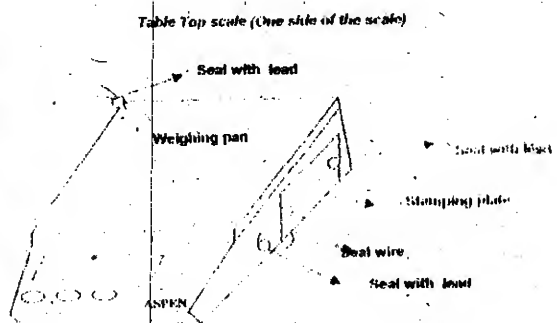
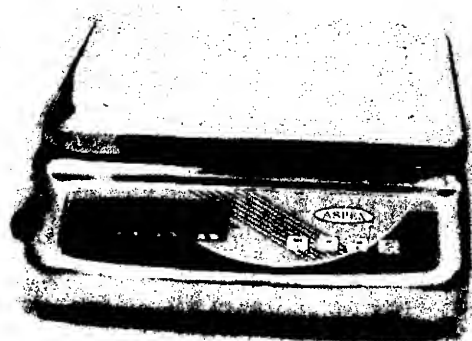


Figure-2 Schematic Diagram of the sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No.WM-21(149)/2011]

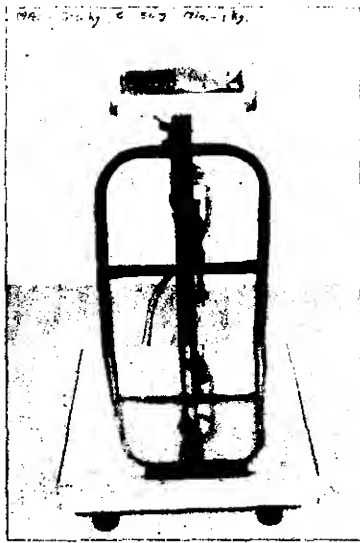
B. N. DIXIT, Director of Legal Metrology.

नई दिल्ली, 25 अगस्त, 2011

का.आ. 3114.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

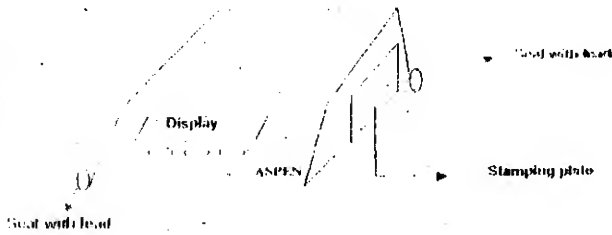
अतः, अब, केन्द्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जे पी इंस्ट्रूमेंटेशन, 22/8, कुछिल गोशाला लेन, पोस्ट : कदमतला, जिला हावड़ा-711101 (पश्चिम बंगाल) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एएसपीपी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्राण्ड का नाम “एस्पिन” है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/252 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 500 कि. ग्रा. और न्यूनतम क्षमता 1 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -1

For Electronic Platform Scale (One side of the indicator)



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (9) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(149)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 25th August, 2011

S.O. 3114.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 2011 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Section 22 of the Legal Metrology Act 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Medium Accuracy (Accuracy class- III) of series "ASPP" and with brand name "ASPEN" (hereinafter referred to as the said model), manufactured by M/s. J. P. Instrumentation, 22/8, Kuchil Ghosal Lane, Post:Kadamtala, Distt. Howrah-711101 (W.B.) and which is assigned the approval mark IND/09/11/252;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 500kg. and minimum capacity of 1kg. The verification scale interval (e) is 50g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED)/display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

Figure-1 Model

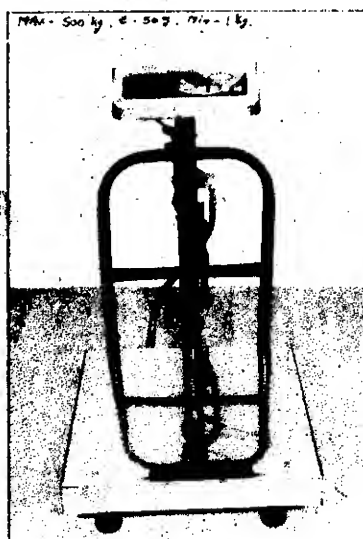


Fig. Electronic Platform Scale (One side of the indicator)

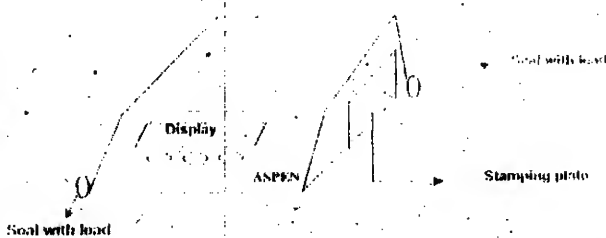


Figure-2 Schematic Diagram of the sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-rule (9) of rule 8 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No.WM-21(149)/2011]

B. N. DIXIT, Director of Legal Metrology

(भारतीय मानक ब्यूरो)

नई दिल्ली, 18 अक्टूबर, 2011

का.आ. 3115.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 302-2-21: 2011 घरेलू और समान विद्युत साधित्रों की सुरक्षा भाग 2 विशेष अपेक्षाएं, अनुभाग 21 भंडार किस्म के बिजली के वाटर हीटर (पहला पुनरीक्षण)		13 अक्टूबर, 2011
2.	आई एस 302-2-35:2011 घरेलू और समान विद्युत साधित्रों की सुरक्षा भाग 2 विशेष अपेक्षाएं, अनुभाग 35 बिजली के पानी गर्म करने के ईस्टेंट हीटर (पहला पुनरीक्षण)		13 अक्टूबर, 2011

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक-भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

तिथि : 18-10-2011

[संदर्भ : ईटी 32/टी-80, टी-81]

आर. के. त्रेहन, वैज्ञानिक 'ई' एवं प्रमुख (विद्युत तकनीकी)

(Bureau of Indian Standards)

New Delhi, the 18th October, 2011

S.O. 3115.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards to particulars of which is given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standard	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 302-2-21:2011 Safety of Household and Similar Electrical Appliances Part 2 Particular Requirements Sec 21 Stationary Storage Type Electric Water Heater (First Revision)		13 October, 2011

(1)	(2)	(3)	(4)
2	IS 302-2-35:2011 Safety of Household and Similar Electrical Appliances Part 2 Particular Requirements Sec 35 Electric Instantaneous Water Heaters (First Revision)	-	13 October, 2011

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date : 18-10-2011

[Ref: ET 32/T-80, T-81]

R. K. TREHAN, Scientist 'E' & Head (Electrotechnical)

नई दिल्ली, 19 अक्टूबर, 2011

का.आ. 3116.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे रद्द कर दिए गये हैं और वापिस ले लिये गये हैं :

अनुसूची

क्रम सं.	रद्द किये गये भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) में का. आ. संख्या और तिथि प्रकाशित	टिप्पणी
(1)	(2)	(3)	(4)
1.	आईएस 6163:1978- पानी, गैस एवं मल-जल के लिए अपकेन्द्रीय कॉस्ट (स्पैन) इस्पात के अल्प दबाव वाले पाइप (पहला पुनरीक्षण)	संख्या 1728 तिथि 13-6-1981	-
2.	आईएस 1978:1982 लाइन पाइप (दूसरा पुनरीक्षण)	संख्या 4276 तिथि 27-12-1986	-
3.	आईएस 10138 (भाग 1): 1992 ढलवाँ इस्पातों में नॉन-मेटैलिक अंतर्बैशित अंश को ज्ञात करने की मेक्रोस्कोपिक पद्धति-भाग 1 बल्यू फ्रैक्चर परीक्षण पद्धति (पहला पुनरीक्षण)	संख्या 0612 तिथि 20-3-1993	-
4.	आईएस 10138 (भाग 2):1983 स्टेप मशीनन्ड परीक्षण पद्धति	संख्या 4149 तिथि 13-12-1986	-
5.	आईएस 10138 (भाग 3):1983 चुम्बकीय कण निरीक्षण पद्धति	संख्या 0509 तिथि 21-2-1987	-
6.	आईएस 1149:1982 ढाँचागत प्रयोजनार्थ उच्च तनन इस्पात की रिबेट छड़ें (तीसरा पुनरीक्षण)	संख्या 5668 तिथि 21-12-1985	-

तिथि: 19-10-2011

[संदर्भ : एमटीडी/जी-10]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 19th October, 2011

S.O. 3116.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been cancelled and stand withdrawn :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Cancelled	S. O. No. & date of published in the Gazette of India, Part II, Section-3, Sub-section (ii)	Remarks
(1)	(2)	(3)	(4)
1.	IS 6163:1978 Centrifugally cast (spun) iron low pressure pipes for water, gas and sewage (First Revision)	S.O. No. 1728 Date 13-6-1981	-
2.	IS 1978:1982 Line pipe (Second Revision)	S.O. No. 4276 Date 27-12-1986	-
3.	IS 10138 (Part 1):1992 Macroscopic method for determination of non-metallic inclusion content in wrought steels Part 1 Bulk fracture test method (First Revision)	S.O. No. 0612 Date 20-3-1993	-
4.	IS 10138 (Part 2):1983 Part 2 Step Machined test method	S.O. No. 4149 Date 13-12-1986	-
5.	IS 10138 (Part 3):1983 Magnetic particle inspection method	S.O. No. 0509 Date 21-2-1987	-
6.	IS 1149:1982 High tensile steel rivet bars for structural purposes (Third Revision)	Sl. No. 5668 Date 21-12-1985	-

Date: 19-10-2011

[Ref: MTD/G-10]

P. GHOSH, Scientist 'F' & Head (MTD)

नई दिल्ली, 20 अक्टूबर, 2011

का.आ. 3117.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 15908:2011 अग्नि संसूचक व संचेतक के लिए नियंत्रण और सूचक उपस्कर के चुनाव, संस्थापन व रख-रखाव - रीति सहिता	-	30 सितम्बर, 2011

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002,

क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, कोयम्बूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

तिथि : 20-10-2011

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 20th October, 2011

S.O. 3117.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standards	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15908:2011 Selection Installation and Maintenance of Control and indicating equipments for fire detection and alarm system — Code of Practice	—	30 September, 2011

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi- 110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

Date: 20-10-2011

[Ref: CED/Gazette]

A. K. SAINI, Scientist 'F' & Head (Civil Engg.)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 1 नवम्बर, 2011

का.आ. 3118.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अधिसूची में यथा उल्लिखित तारीखों की संख्या का. आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगमों से मुक्त उपयोग का अधिकार भारत पेट्रोलियम कॉरपोरेशन लिमिटेड में निहित किया था।

और जबकि सक्षम प्रधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्प्रीट, उच्च कोटि का मिट्टी का तेल और वेग डीजल के परिवहन के लिए भारत पेट्रोलियम कॉरपोरेशन लिमिटेड के मध्यप्रदेश स्थित बीना संस्थापन से राजस्थान राज्य स्थित कोटा संस्थापन तक उपर्युक्त भूमियों में पाईपलाइन बिछाई जा चुकी है। चूंकि मध्यप्रदेश राज्य के जिला अशोक नगर में पाइपलाइन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में, जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है, प्रचालन समाप्त किया जाए ;

अतः, अब, केन्द्रीय सरकार पेट्रोलियम पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला अशोक नगर, मध्यप्रदेश राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्रम का. आ. नं. व सं. तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख	
1	2	3	4	5	6	7
1.	1990 - 22-7-08	महाराज खेड़ी	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		पिपरिया मल्हारमण	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		किरमिचीखेड़ी	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		मढ़ावल	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		टांडा	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		नरखेड़ा	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		मिर्जापुर	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		वरी	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		सोपरा	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		बेरखेड़ी	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		सुमेर	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		झागर बमूरिया	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		खेरखाड़ी	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		अमोदा	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		मथाना	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		पाटन	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		फुलेदी	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		बेलई	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		अथाई खेड़ा	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		श्यामपुरा	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
2.	2950 - 23-10-08	महाराज खेड़ी	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		पिपरिया मल्हारमण	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		किरमिचीखेड़ी	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		मढ़ावल	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		नरखेड़ा	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		मिर्जापुर	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		सोपरा	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		सुमेर	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		झागर बमूरिया	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		अमोदा	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		मथाना	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		फुलेदी	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
		बेलई	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011
3.	2673 - 20-10-10	फुलेदी	मुंगावली	अशोक नगर	मध्य प्रदेश	27-4-2011

1	2	3	4	5	6	7
4.	2898 - 16-10-08	खजूरिया खुर्द	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		बीरपुर	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		सावन	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		सागर	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		सेमरा	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		तुमेन	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		आमखेड़ा तुमेन	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		जलालपुर	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		डंगाही	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		भैसरवास	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		बासरा	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		कुरवाय	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		ककरूआराय	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		बहेरी पछार	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		मधनेर	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		मोहरी ज्ञान	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		दमोह	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		मढी कानूनगो	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		विजय पुरा	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		कैथाई	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		कुन्दौरा	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		केलारस	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
5.	3133 - 27-11-08	खजूरिया खुर्द	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		बीरपुर	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		सागर	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		आमखेड़ा तुमेन	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		डंगाही	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		भैसरवास	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		बासरा	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		कुरवाय	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		बहेरीपछार	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		दमोह	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		मढी कानूनगो	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		विजय पुरा	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		कैथाई	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011
		केलारस	अशोक नगर	अशोक नगर	मध्य प्रदेश	27-4-2011

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 1st November, 2011

S.O. 3118.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas, S.O. Nos. and dates as mentioned in the Schedule below issued under sub-section (i) of Section (6), Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the schedule appended to those notifications.

And Whereas, in exercise of powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the Bharat Petroleum Corporation Limited.

And Whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of motor spirit, superior kerosene oil and high speed diesel from Bina in the State of Madhya Pradesh to Kota in the State of Rajasthan has been laid in the said lands and hence the operation may be terminated in District Ashok Nagar in the State of Madhya Pradesh in respect of the said lands which in brief are specified in the Schedule annexed to this Notification.

Now, therefore, as required under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said schedule as the dates of termination of District Ashok Nagar the State of Madhya Pradesh.

SCHEDULE

S. No.	S. O. No. and Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
1.	1990- 22-07-08	Maharajkhedhi	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Pipariya	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Malhargan				
		Kirmichikhedhi	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Madhhawal	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Tanda	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Narkheda	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Mirjapur	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Varri	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Sopra	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Berkhedhi	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Sumer	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Jhagar Bamuriya	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Kherkhadhi	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Amoda	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Mathana	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Patan	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Phuledi	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Belai	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Athai Kheda	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Shyampura	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011

1	2	3	4	5	6	7
2.	2950- 23-10-08	Maharajkhedhi	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Pipariya	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Malhargan				
		Kirmichikhedi	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Madhhawal	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Narkheda	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Mirjapur	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Sopra	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Sumer	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Jhagar	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Bamuriya				
		Amoda	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Mathana	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Phuledi	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
		Belai	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
3.	2673- 20-10-10	Phuledi	Mungawali	Ashok Nagar	Madhya Pradesh	27-4-2011
4.	2898- 16-10-08	Khajuria Khurd	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Birpur	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Savan	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Sagar	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Semra	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Tumen	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Amkheda Tumen	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Jalalpur	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Dangahi	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Bhaisarwas	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Basra	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Kurway	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Kakruaray	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Baheri Pachhar	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Mathner	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Mohri Gyan	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Damoh	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Madhi Kanungo	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Vijaypura	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Kaithai	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Kundaara	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Kelaras	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
5.	3133- 27-11-08	Khajuria Khurd	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Birpur	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011

1	2	3	4	5	6	7
		Sagar	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Amkheda Tumen	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Dangahi	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Bhaisarwas	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Basra	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Kurvay	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Baheri Pachhar	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Damoh	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Madhi Kanungo	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Vijayapura	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Kaithai	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011
		Kelaras	Ashok Nagar	Ashok Nagar	Madhya Pradesh	27-4-2011

[F.No. R-31015/5/2008-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 1 नवम्बर, 2011

का.आ. 3119.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अधिसूची में यथा उल्लिखित तारीखों की संख्या का. आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगनों से मुक्त उपयोग का अधिकार भारत पेट्रोलियम कॉरपोरेशन लिमिटेड में निहित किया था।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्प्रिट, उच्च कोटि का मिट्टी का तेल और वेग डीजल के परिवहन के लिए भारत पेट्रोलियम कॉरपोरेशन लिमिटेड के मध्यप्रदेश स्थित बीना संस्थापन से राजस्थान राज्य स्थित कोटा संस्थापन तक उपर्युक्त भूमियों में पाइपलाइन बिछाई जा चुकी है। चूँकि मध्यप्रदेश राज्य के जिला गुना में पाइपलाइन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में, जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है, प्रचालन समाप्त किया जाए,

अतः, अब, केन्द्रीय सरकार ने पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण - 1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला गुना, मध्यप्रदेश राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्रम सं.	का.आ. नं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6	7
1.	2899 - 16-10-08	माहर	गुना	गुना	मध्य प्रदेश	27-4-2011
		कींदर	गुना	गुना	मध्य प्रदेश	27-4-2011
		सरखडी	गुना	गुना	मध्य प्रदेश	27-4-2011
		टोरिया	गुना	गुना	मध्य प्रदेश	27-4-2011
		मावन	गुना	गुना	मध्य प्रदेश	27-4-2011
		सिम्बासा	गुना	गुना	मध्य प्रदेश	27-4-2011
		गुना छावनी	गुना	गुना	मध्य प्रदेश	27-4-2011

1	2	3	4	5	6	7
		पिपसेदा खुर्द	गुना	गुना	मध्य प्रदेश	27-4-2011
		सकतपुर	गुना	गुना	मध्य प्रदेश	27-4-2011
		चकसकतपुर	गुना	गुना	मध्य प्रदेश	27-4-2011
		गनेशपुरा	गुना	गुना	मध्य प्रदेश	27-4-2011
		महाराजपुरा	गुना	गुना	मध्य प्रदेश	27-4-2011
		पुरापोसर	गुना	गुना	मध्य प्रदेश	27-4-2011
		विनख्याई	गुना	गुना	मध्य प्रदेश	27-4-2011
		विशोनिया	गुना	गुना	मध्य प्रदेश	27-4-2011
		किशनगढ़	गुना	गुना	मध्य प्रदेश	27-4-2011
		रिहाना	गुना	गुना	मध्य प्रदेश	27-4-2011
		वींदाखेड़ी	गुना	गुना	मध्य प्रदेश	27-4-2011
		धनोरिया	गुना	गुना	मध्य प्रदेश	27-4-2011
		सावरामोदी	गुना	गुना	मध्य प्रदेश	27-4-2011
		पोरूखेड़ी	गुना	गुना	मध्य प्रदेश	27-4-2011
		सुहाया	गुना	गुना	मध्य प्रदेश	27-4-2011
		बृजाबमोरी	गुना	गुना	मध्य प्रदेश	27-4-2011
		पथरिया	गुना	गुना	मध्य प्रदेश	27-4-2011
		भूराखेड़ी	गुना	गुना	मध्य प्रदेश	27-4-2011
		चुरेला	गुना	गुना	मध्य प्रदेश	27-4-2011
		सेमराखेड़ा	गुना	गुना	मध्य प्रदेश	27-4-2011
		रामनगर	गुना	गुना	मध्य प्रदेश	27-4-2011
		टकोदिया	गुना	गुना	मध्य प्रदेश	27-4-2011
		किशनपुरा	गुना	गुना	मध्य प्रदेश	27-4-2011
		भूमराखेड़ी	गुना	गुना	मध्य प्रदेश	27-4-2011
		चकपारसीखेड़ा	गुना	गुना	मध्य प्रदेश	27-4-2011
		अजरोड़ा	गुना	गुना	मध्य प्रदेश	27-4-2011
		बनियानी	गुना	गुना	मध्य प्रदेश	27-4-2011
		पाखर	गुना	गुना	मध्य प्रदेश	27-4-2011
		आनापुरा	गुना	गुना	मध्य प्रदेश	27-4-2011
		वींदाराड़ा	गुना	गुना	मध्य प्रदेश	27-4-2011
		सेमरा	गुना	गुना	मध्य प्रदेश	27-4-2011
		पाठी	गुना	गुना	मध्य प्रदेश	27-4-2011
		हमीरपुर	गुना	गुना	मध्य प्रदेश	27-4-2011
2	93 - 14-01-09	कींदर	गुना	गुना	मध्य प्रदेश	27-4-2011
		पुरापोसर	गुना	गुना	मध्य प्रदेश	27-4-201
		विनख्याई	गुना	गुना	मध्य प्रदेश	27-4-2011
		विशोनिया	गुना	गुना	मध्य प्रदेश	27-4-2011
		किशनगढ़	गुना	गुना	मध्य प्रदेश	27-4-2011
		रिहाना	गुना	गुना	मध्य प्रदेश	27-4-2011

1	2	3	4	5	6	7
		धनौरिया	गुना	गुना	मध्य प्रदेश	27-4-2011
		सावरामोदी	गुना	गुना	मध्य प्रदेश	27-4-2011
		पोरूखेड़ी	गुना	गुना	मध्य प्रदेश	27-4-2011
		सुहाया	गुना	गुना	मध्य प्रदेश	27-4-2011
		भूराखेड़ी	गुना	गुना	मध्य प्रदेश	27-4-2011
		सेमराखेड़ा	गुना	गुना	मध्य प्रदेश	27-4-2011
		रामनगर	गुना	गुना	मध्य प्रदेश	27-4-2011
		बनियानी	गुना	गुना	मध्य प्रदेश	27-4-2011
		आनापुरा	गुना	गुना	मध्य प्रदेश	27-4-2011
		पाठी	गुना	गुना	मध्य प्रदेश	27-4-2011
		माहर	गुना	गुना	मध्य प्रदेश	27-4-2011
		कींदर	गुना	गुना	मध्य प्रदेश	27-4-2011
		सिंगबास	गुना	गुना	मध्य प्रदेश	27-4-2011
3.	1703 (अ)	पुरापोसर	गुना	गुना	मध्य प्रदेश	27-4-2011
	08-07-2009	विशोनिया	गुना	गुना	मध्य प्रदेश	27-4-2011
		सुहाया	गुना	गुना	मध्य प्रदेश	27-4-2011
		भूराखेड़ी	गुना	गुना	मध्य प्रदेश	27-4-2011
		बनियानी	गुना	गुना	मध्य प्रदेश	27-4-2011
		भूराखेड़ी	गुना	गुना	मध्य प्रदेश	27-4-2011
		चुरेला	गुना	गुना	मध्य प्रदेश	27-4-2011
4.	2674 - 20-10-10	किशनपुरा	गुना	गुना	मध्य प्रदेश	27-4-2011
		किशनगढ़	गुना	गुना	मध्य प्रदेश	27-4-2011

[फा. सं. आर-31015/5/2008-ओ आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 1st November, 2011

S.O. 3119.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. Nos. and dates as mentioned in the Schedule below issued under sub-section (i) of Section (6), Petroleum and Minerals Pipelines (Acquisition of Right of User in Land), Act, 1962 (50 of 1952), the Central Government acquired the Right of User in the said lands specified in the schedule appended to those notifications.

And whereas, in exercise of powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the Bharat Petroleum Corporation Limited.

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of motor spirit, superior kerosene oil and high speed diesel from Bina in the State of Madhya Pradesh to Kota in the State of Rajasthan has been laid in the said lands and hence the operation may be terminated in District Guna in the State of Madhya Pradesh in respect of the said lands which in brief are specified in the Schedule annexed to this Notification.

Now, therefore, as required under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said schedule as the dates of termination of District Guna the State of Madhya Pradesh.

SCHEDULE

S. No.	S.O. No. and Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
1.	2899—16-10-2008	Mahar	Guna	Guna	Madhya Pradesh	27-04-2011
		Keendar	Guna	Guna	Madhya Pradesh	27-04-2011
		Sarkhadi	Guna	Guna	Madhya Pradesh	27-04-2011
		Toriya	Guna	Guna	Madhya Pradesh	27-04-2011
		Mavan	Guna	Guna	Madhya Pradesh	27-04-2011
		Singbasa	Guna	Guna	Madhya Pradesh	27-04-2011
		Guna Chhawani	Guna	Guna	Madhya Pradesh	27-04-2011
		Piproda Khurd	Guna	Guna	Madhya Pradesh	27-04-2011
		Sakatpur	Guna	Guna	Madhya Pradesh	27-04-2011
		Chaksakatpur	Guna	Guna	Madhya Pradesh	27-04-2011
		Ganeshpura	Guna	Guna	Madhya Pradesh	27-04-2011
		Maharajpura	Guna	Guna	Madhya Pradesh	27-04-2011
		Puraposar	Guna	Guna	Madhya Pradesh	27-04-2011
		Vinkhyai	Guna	Guna	Madhya Pradesh	27-04-2011
		Vishonia	Guna	Guna	Madhya Pradesh	27-04-2011
		Kishangarh	Guna	Guna	Madhya Pradesh	27-04-2011
		Rihana	Guna	Guna	Madhya Pradesh	27-04-2011
		Vindakhedi	Guna	Guna	Madhya Pradesh	27-04-2011
		Dhanoriya	Guna	Guna	Madhya Pradesh	27-04-2011
		Sawramodi	Guna	Guna	Madhya Pradesh	27-04-2011
		Porukhedi	Guna	Guna	Madhya Pradesh	27-04-2011
		Suhaya	Guna	Guna	Madhya Pradesh	27-04-2011
		Brijabamori	Guna	Guna	Madhya Pradesh	27-04-2011
		Pathariya	Guna	Guna	Madhya Pradesh	27-04-2011
		Bhoorakhedi	Guna	Guna	Madhya Pradesh	27-04-2011
		Churela	Guna	Guna	Madhya Pradesh	27-04-2011
		Semrakheda	Guna	Guna	Madhya Pradesh	27-04-2011
		Ramnagar	Guna	Guna	Madhya Pradesh	27-04-2011
		Takodiya	Guna	Guna	Madhya Pradesh	27-04-2011
		Kishanpura	Guna	Guna	Madhya Pradesh	27-04-2011
		Bhumrakhedi	Guna	Guna	Madhya Pradesh	27-04-2011
		Chakparsikheda	Guna	Guna	Madhya Pradesh	27-04-2011
		Ajroda	Guna	Guna	Madhya Pradesh	27-04-2011
		Baniyani	Guna	Guna	Madhya Pradesh	27-04-2011
		Pakhar	Guna	Guna	Madhya Pradesh	27-04-2011
		Aanapura	Guna	Guna	Madhya Pradesh	27-04-2011
		Vindarada	Guna	Guna	Madhya Pradesh	27-04-2011
		Semra	Guna	Guna	Madhya Pradesh	27-04-2011
		Pathi	Guna	Guna	Madhya Pradesh	27-04-2011
		Hamirpur	Guna	Guna	Madhya Pradesh	27-04-2011

1	2	3	4	5	6	7
2.	93—14-01-2009	Keendar	Guna	Guna	Madhya Pradesh	27-04-2011
		Puraposar	Guna	Guna	Madhya Pradesh	27-04-2011
		Vinkhyai	Guna	Guna	Madhya Pradesh	27-04-2011
		Vishonia	Guna	Guna	Madhya Pradesh	27-04-2011
		Kishangarh	Guna	Guna	Madhya Pradesh	27-04-2011
		Rihana	Guna	Guna	Madhya Pradesh	27-04-2011
		Dhanoriya	Guna	Guna	Madhya Pradesh	27-04-2011
		Sawramodi	Guna	Guna	Madhya Pradesh	27-04-2011
		Porukhedi	Guna	Guna	Madhya Pradesh	27-04-2011
		Suhaya	Guna	Guna	Madhya Pradesh	27-04-2011
		Bhoorakhedi	Guna	Guna	Madhya Pradesh	27-04-2011
		Semrakheda	Guna	Guna	Madhya Pradesh	27-04-2011
		Ramnagar	Guna	Guna	Madhya Pradesh	27-04-2011
		Baniyani	Guna	Guna	Madhya Pradesh	27-04-2011
		Aanapura	Guna	Guna	Madhya Pradesh	27-04-2011
		Pathi	Guna	Guna	Madhya Pradesh	27-04-2011
3.	1703 (E)—8-7-2009	Mahar	Guna	Guna	Madhya Pradesh	27-04-2011
		Keendar	Guna	Guna	Madhya Pradesh	27-04-2011
		Singbasa	Guna	Guna	Madhya Pradesh	27-04-2011
		Puraposar	Guna	Guna	Madhya Pradesh	27-04-2011
		Vishonia	Guna	Guna	Madhya Pradesh	27-04-2011
		Suhaya	Guna	Guna	Madhya Pradesh	27-04-2011
		Bhoorakhedi	Guna	Guna	Madhya Pradesh	27-04-2011
		Baniyani	Guna	Guna	Madhya Pradesh	27-04-2011
4.	2674—20-10-2010	Bhoorakhedi	Guna	Guna	Madhya Pradesh	27-04-2011
		Churela	Guna	Guna	Madhya Pradesh	27-04-2011
		Kishanpura	Guna	Guna	Madhya Pradesh	27-04-2011
		Kishangarh	Guna	Guna	Madhya Pradesh	27-04-2011

[F.No. R-31015/5/2008-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 1 नवम्बर, 2011

का.आ. 3120.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अधिसूची में यथा उल्लिखित तारीखों की संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगनों से मुक्त उपयोग का अधिकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित किया था।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्प्रीट, उच्च कोटि का मिट्टी का तेल और बेंग डीजल के परिवहन के लिए भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के मध्य प्रदेश स्थित बीना संस्थापन से राजस्थान राज्य स्थित कोटा संस्थापन तक उपर्युक्त भूमियों में पाइपलाइन बिछाई जा चुकी है। चूंकि मध्य प्रदेश राज्य के जिला सागर में पाइपलाइन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में, जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है, प्रचालन समाप्त किया जाए।

अतः, अब, केन्द्रीय सरकार पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला सागर, मध्य प्रदेश राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्र.सं.	का. आ. नं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6	7
1.	1988-21-7-2008	आगासौद	बीना	सागर	मध्य प्रदेश	27-04-2011
		पुरैना	बीना	सागर	मध्य प्रदेश	27-04-2011
		बेसराकसोई	बीना	सागर	मध्य प्रदेश	27-04-2011
		बाघारूपा	बीना	सागर	मध्य प्रदेश	27-04-2011
		ढाना	बीना	सागर	मध्य प्रदेश	27-04-2011
2.	2951-23-10-2008	आगासौद	बीना	सागर	मध्य प्रदेश	27-04-2011
		पुरैना	बीना	सागर	मध्य प्रदेश	27-04-2011

[फा. सं. आर-31015/5/2008-ओ आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 1st November, 2011

S.O. 3120.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas, S.O. Nos. and dates as mentioned in the Schedule below issued under sub-section (i) of Section (6), Petroleum and Minerals Pipelines (Acquisition of Right of User in Land), Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the schedule appended to those notifications.

And whereas, in exercise of powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the Bharat Petroleum Corporation Limited.

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of motor spirit, superior kerosene oil and high speed diesel from Bina in the State of Madhya Pradesh to Kota in the State of Rajasthan has been laid in the said lands and hence the operation may be terminated in District Sagar in the State of Madhya Pradesh in respect of the said lands which in brief are specified in the Schedule annexed to this Notification.

Now, therefore, as required under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said schedule as the dates of termination of District Sagar the State of Madhya Pradesh.

SCHEDULE

S. No.	S.O. No. and Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
1.	1988—21-7-2008	Aagasaud	Bina	Sagar	Madhya Pradesh	27-04-2011
		Puraina	Bina	Sagar	Madhya Pradesh	27-04-2011
		Besarakasoi	Bina	Sagar	Madhya Pradesh	27-04-2011
		Bagharupa	Bina	Sagar	Madhya Pradesh	27-04-2011
		Dhhana	Bina	Sagar	Madhya Pradesh	27-04-2011
2.	2951—23-10-2008	Aagasaud	Bina	Sagar	Madhya Pradesh	27-04-2011
		Puraina	Bina	Sagar	Madhya Pradesh	27-04-2011

[F. No. R-31015/5/2008-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 1 नवम्बर, 2011

का.आ. 3121.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अधिसूची में यथा उल्लिखित तारीखों की संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगनों से मुक्त उपयोग का अधिकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित किया था।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार की रिपोर्ट दी है कि मोटर स्ट्रिट, उच्च कोटि का मिट्टी का तेल और वेग डीजल के परिवहन के लिए भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के मध्य प्रदेश स्थित बीना संस्थापन से राजस्थान राज्य स्थित कोटा संस्थापन तक उपर्युक्त भूमियों में पाइपलाइन बिछाई जा चुकी है। चूंकि राजस्थान राज्य के जिला कोटा में पाइपलाइन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में, जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है, प्रचालन समाप्त किया जाए।

अतः, अब, केन्द्रीय सरकार पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला कोटा, राजस्थान राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्र.सं.	का. आ. नं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6	7
1.	1779-11-7-08	डाहरा	लाड़पुरा	कोटा	राजस्थान	27-04-2011
		कैथोड़ी	लाड़पुरा	कोटा	राजस्थान	27-04-2011
		गोदल्याहेड़ी	लाड़पुरा	कोटा	राजस्थान	27-04-2011
		रसुलपुर	लाड़पुरा	कोटा	राजस्थान	27-04-2011
		ताथेड़	लाड़पुरा	कोटा	राजस्थान	27-04-2011
2.	94-14-1-09	कैथोड़ी	लाड़पुरा	कोटा	राजस्थान	27-04-2011
		ताथेड़	लाड़पुरा	कोटा	राजस्थान	27-04-2011
3.	516-16-2-10	ताथेड़	लाड़पुरा	कोटा	राजस्थान	27-04-2011
4.	2672-20-10-10	डाहरा	लाड़पुरा	कोटा	राजस्थान	27-04-2011
		गोदल्याहेड़ी	लाड़पुरा	कोटा	राजस्थान	27-04-2011
5.	1780-11-7-08	जनकपुर	दीगोद	कोटा	राजस्थान	27-04-2011
		धोरी	दीगोद	कोटा	राजस्थान	27-04-2011
		सदेड़ी	दीगोद	कोटा	राजस्थान	27-04-2011
		चौमामालियान	दीगोद	कोटा	राजस्थान	27-04-2011
		रेल	दीगोद	कोटा	राजस्थान	27-04-2011
		भाण्डाहेड़ा	दीगोद	कोटा	राजस्थान	27-04-2011
		बरगू	दीगोद	कोटा	राजस्थान	27-04-2011
		पोलाईकलां	दीगोद	कोटा	राजस्थान	27-04-2011
		नोहती	दीगोद	कोटा	राजस्थान	27-04-2011
6.	92-14-01-09	भाण्डाहेड़ा	दीगोद	कोटा	राजस्थान	27-04-2011
7.	1295-5-06-08	सलोनिया	सांगोद	कोटा	राजस्थान	27-04-2011
		खेड़लीगुड़ला	सांगोद	कोटा	राजस्थान	27-04-2011

[फा. सं. आर-31015/4/2011-ओ आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 1st November, 2011

S.O. 3121.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. Nos. and dates as mentioned in the Schedule below issued under sub-section (i) of Section 6, Petroleum and Minerals Pipelines (Acquisition of Right of User in Land), Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the schedule appended to those notifications.

And whereas, in exercise of powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the Bharat Petroleum Corporation Limited.

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of motor spirit, superior kerosene oil and high speed diesel from Bina in the State of Madhya Pradesh to Kota in the State of Rajasthan has been laid in the said lands and hence the operation may be terminated in District Kota in the State of Rajasthan in respect of the said lands which in brief are specified in the Schedule annexed to this Notification.

Now, therefore, as required under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said schedule as the dates of termination of District Kota the State of Rajasthan.

SCHEDULE

S. No.	S.O. No. and Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
1.	1779—11-7-08	Dahra	Ladpura	Kota	Rajasthan	27-04-2011
		Kaithodi	Ladpura	Kota	Rajasthan	27-04-2011
		Godlyahedi	Ladpura	Kota	Rajasthan	27-04-2011
		Rasulpur	Ladpura	Kota	Rajasthan	27-04-2011
		Tathed	Ladpura	Kota	Rajasthan	27-04-2011
2.	94—14-1-09	Kaithodi	Ladpura	Kota	Rajasthan	27-04-2011
		Tathed	Ladpura	Kota	Rajasthan	27-04-2011
3.	516—16-2-10	Tathed	Ladpura	Kota	Rajasthan	27-04-2011
4.	2672—20-10-10	Dehra	Ladpura	Kota	Rajasthan	27-04-2011
		Godalayahedi	Ladpura	Kota	Rajasthan	27-04-2011
5.	1780—11-7-08	Janakpur	Digod	Kota	Rajasthan	27-04-2011
		Dhori	Digod	Kota	Rajasthan	27-04-2011
		Sadedhi	Digod	Kota	Rajasthan	27-04-2011
		Chaumamaliyan	Digod	Kota	Rajasthan	27-04-2011
		Rel	Digod	Kota	Rajasthan	27-04-2011
		Bhandaheda	Digod	Kota	Rajasthan	27-04-2011
		Bargu	Digod	Kota	Rajasthan	27-04-2011
		Polaikalan	Digod	Kota	Rajasthan	27-04-2011
		Nohti	Digod	Kota	Rajasthan	27-04-2011
6.	92—14-1-09	Bhandaheda	Digod	Kota	Rajasthan	27-04-2011
7.	1295—5-6-08	Saloniya	Sangod	Kota	Rajasthan	27-04-2011
		Khedligudla	Sangod	Kota	Rajasthan	27-04-2011

[F.No.R-31015/4/2011-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 1 नवम्बर, 2011

का.आ. 3122.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अधिसूची में यथा उल्लिखित तारीखों की संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगमों से मुक्त उपयोग का अधिकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित किया था।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार की रिपोर्ट दी है कि मोटर स्प्रीट, उच्च कोटि का मिट्टी का तेल और वेग डीजल के परिवहन के लिए भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के मध्य प्रदेश स्थित बीना संस्थापन से राजस्थान राज्य स्थित कोटा संस्थापन तक उपर्युक्त भूमियों में पाइपलाइन बिछाई जा चुकी है। चूँकि राजस्थान राज्य के जिला बारा में पाइपलाइन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में, जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है, प्रचालन समाप्त किया जाए।

अतः, अब, केन्द्रीय सरकार पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण -1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला बारा, राजस्थान राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्र.सं.	का. आ. नं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6	7
1.	1294- 5-6-08	जयनगर	अन्ता	बारा	राजस्थान	27-04-2011
		भोराजेडी	अन्ता	बारा	राजस्थान	27-04-2011
		बड़वा	अन्ता	बारा	राजस्थान	27-04-2011
		लिसाड़ी	अन्ता	बारा	राजस्थान	27-04-2
		गुलाबपुरा	अन्ता	बारा	राजस्थान	27-04-2011
		गोपालपुरा	अन्ता	बारा	राजस्थान	27-04-2011
		अमलसरा	अन्ता	बारा	राजस्थान	27-04-2011
		बमूलियामाताजी	अन्ता	बारा	राजस्थान	27-04-2011
		आमा	अन्ता	बारा	राजस्थान	27-04-2011
		दुगारी	अन्ता	बारा	राजस्थान	27-04-2011
2.	1989 - 21-07-08	बामला	बारा	बारा	राजस्थान	27-04-2011
		तूमड़ा	बारा	बारा	राजस्थान	27-04-2011
		खैराली	बारा	बारा	राजस्थान	27-04-2011
		रयावद	बारा	बारा	राजस्थान	27-04-2011
		लेवा	बारा	बारा	राजस्थान	27-04-2011
		बेंगना	बारा	बारा	राजस्थान	27-04-2011
3.	1813 - 12-07-10	खैराली	बारा	बारा	राजस्थान	27-04-2011
4.	1991- 22-07-08	सहरोद	अटरू	बारा	राजस्थान	27-04-2011
		ढोटी	अटरू	बारा	राजस्थान	27-04-2011
		काचरा	अटरू	बारा	राजस्थान	27-04-2011
		जिरोद	अटरू	बारा	राजस्थान	27-04-2011
		खुरी	अटरू	बारा	राजस्थान	27-04-2011
		निमोदा	अटरू	बारा	राजस्थान	27-04-2011
		मेरमातालाब	अटरू	बारा	राजस्थान	27-04-2011

1	2	3	4	5	6	7
4.	1991-22-7-2008	गन्दोलिया	अटरू	बारा	राजस्थान	27-04-2011 *
		अटरू	अटरू	बारा	राजस्थान	27-04-2011
		लक्ष्मीपुरा	अटरू	बारा	राजस्थान	27-04-2011
		खेड़लीबांसला	अटरू	बारा	राजस्थान	27-04-2011
		बरला	अटरू	बारा	राजस्थान	27-04-2011
		छत्रपुरा	अटरू	बारा	राजस्थान	27-04-2011
		बलदेवपुरा	अटरू	बारा	राजस्थान	27-04-2011
		दड़ा	अटरू	बारा	राजस्थान	27-04-2011
5.	1814- 12-07-10	अटरू	अटरू	बारा	राजस्थान	27-04-2011
		खेड़ली बांसला	अटरू	बारा	राजस्थान	27-04-2011
6.	1992 -25-07-08	खोखई	छबड़ा	बारा	राजस्थान	27-04-2011
		खेड़ली	छबड़ा	बारा	राजस्थान	27-04-2011
		खेड़ी	छबड़ा	बारा	राजस्थान	27-04-2011
		शेखापुर	छबड़ा	बारा	राजस्थान	27-04-2011
		कछावन	छबड़ा	बारा	राजस्थान	27-04-2011
		दीलोद	छबड़ा	बारा	राजस्थान	27-04-2011
		बीलखेड़ा	छबड़ा	बारा	राजस्थान	27-04-2011
		सागोड़ा	छबड़ा	बारा	राजस्थान	27-04-2011
		कड़ीखेड़ी	छबड़ा	बारा	राजस्थान	27-04-2011
7.	2829 -12-11-2010	दीलोद	छबड़ा	बारा	राजस्थान	27-04-2011
		बीलखेड़ा	छबड़ा	बारा	राजस्थान	27-04-2011

[फा. सं. आर-31015/4/2011-ओ आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 1st November, 2011

S.O. 3122.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. Nos. and dates as mentioned in the Schedule below issued under sub-section (i) of Section (6), Petroleum and Minerals Pipelines (Acquisition of Right of User in Land), Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the schedule appended to those notifications.

And whereas, in exercise of powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the Bharat Petroleum Corporation Limited.

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of motor spirit, superior kerosene oil and high speed diesel from Bina in the State of Madhya Pradesh to Kota in the State of Rajasthan has been laid in the said lands and hence the operation may be terminated in District Baran in the State of Rajasthan in respect of the said lands which in brief are specified in the Schedule annexed to this Notification.

Now, therefore, as required under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said schedule as the dates of termination of District Baran the State of Rajasthan.

SCHEDULE

S. No.	S.O. No. and Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
1.	1294-05-06-08	Jai Nagar	Anta	Baran	Rajasthan	27-04-2011
		Bhorajedi	Anta	Baran	Rajasthan	27-04-2011
		Badhva	Anta	Baran	Rajasthan	27-04-2011
		Lisadhi	Anta	Baran	Rajasthan	27-04-2011
		Gulabpura	Anta	Baran	Rajasthan	27-04-2011
		Gopalpura	Anta	Baran	Rajasthan	27-04-2011
		Amalsara	Anta	Baran	Rajasthan	27-04-2011
		Bamuliya Mataji	Anta	Baran	Rajasthan	27-04-2011
		Aama	Anta	Baran	Rajasthan	27-04-2011
		Dugari	Anta	Baran	Rajasthan	27-04-2011
2.	1989-21-07-08	Barla	Baran	Baran	Rajasthan	27-04-2011
		Tumdha	Baran	Baran	Rajasthan	27-04-2011
		Khairali	Baran	Baran	Rajasthan	27-04-2011
		Ratavad	Baran	Baran	Rajasthan	27-04-2011
		Leva	Baran	Baran	Rajasthan	27-04-2011
		Bengna	Baran	Baran	Rajasthan	27-04-2011
3.	1813-12-07-10	Khairali	Baran	Baran	Rajasthan	27-04-2011
		Sahrod	Atru	Baran	Rajasthan	27-04-2011
		Dhhoti	Atru	Baran	Rajasthan	27-04-2011
		Kachra	Atru	Baran	Rajasthan	27-04-2011
		Jirod	Atru	Baran	Rajasthan	27-04-2011
		Khuri	Atru	Baran	Rajasthan	27-04-2011
		Nimoda	Atru	Baran	Rajasthan	27-04-2011
		Mermatalab	Atru	Baran	Rajasthan	27-04-2011
4.	1991-22-07-08	Gandoliya	Atru	Baran	Rajasthan	27-04-2011
		Atru	Atru	Baran	Rajasthan	27-04-2011
		Laxmipura	Atru	Baran	Rajasthan	27-04-2011
		Khedlibansla	Atru	Baran	Rajasthan	27-04-2011
		Barlan	Atru	Baran	Rajasthan	27-04-2011
		Chhatrapura	Atru	Baran	Rajasthan	27-04-2011
		Baldevpura	Atru	Baran	Rajasthan	27-04-2011
		Dadha	Atru	Baran	Rajasthan	27-04-2011
5.	1814-12-07-10	Atru	Atru	Baran	Rajasthan	27-04-2011
		Khedli Bansla	Atru	Baran	Rajasthan	27-04-2011
		Khokhai	Chhabra	Baran	Rajasthan	27-04-2011
		Khedli	Chhabra	Baran	Rajasthan	27-04-2011
		Khedi	Chhabra	Baran	Rajasthan	27-04-2011
		Shekhapur	Chhabra	Baran	Rajasthan	27-04-2011
6.	1992-25-07-08	Kachhavan	Chhabra	Baran	Rajasthan	27-04-2011
		Dilod	Chhabra	Baran	Rajasthan	27-04-2011
		Bilkheda	Chhabra	Baran	Rajasthan	27-04-2011
		Sagoda	Chhabra	Baran	Rajasthan	27-04-2011
		Kadikhedi	Chhabra	Baran	Rajasthan	27-04-2011
7.	2829-12-11-2010	Dilod	Chhabra	Baran	Rajasthan	27-04-2011
		Bilkheda	Chhabra	Baran	Rajasthan	27-04-2011

[F. No. R-31015/4/2011-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 1 नवम्बर, 2011

का.आ. 3123.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अधिसूची में यथा उल्लिखित तारीखों की संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमिओं में, सभी विल्लंगनों से मुक्त उपयोग का अधिकार भारत ओमान रिफाईनरीज लिमिटेड में निहित किया था।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि कच्चे पेट्रोलियम उत्पादों के परिवहन के लिए भारत ओमान रिफाईनरीज लिमिटेड के गुजरात राज्य के जिला जामनगर स्थित वाडीनार संस्थापन से मध्य प्रदेश राज्य के जिला सागर स्थित बीना संस्थापन तक उपर्युक्त भूमियों में पाइपलाइन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में जिसका विवरण इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट है, प्रचालन समाप्त किया जाए,

अतः, अब, केन्द्रीय सरकार पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण -1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला धार मध्य प्रदेश राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्र.सं.	का. आ. नं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6	7
1.	2837, दिनांक 27-10-1997	दौत्र्या	बदनावर	धार	मध्य प्रदेश	21-08-2009
		बखतपुरा	बदनावर	धार	मध्य प्रदेश	21-08-2009
		टीटीपाड़ा	बदनावर	धार	मध्य प्रदेश	21-08-2009
		सन्दला	बदनावर	धार	मध्य प्रदेश	21-08-2009
		तिलगारा	बदनावर	धार	मध्य प्रदेश	21-08-2009
		मुलथान	बदनावर	धार	मध्य प्रदेश	21-08-2009
		धमाना	बदनावर	धार	मध्य प्रदेश	21-08-2009
		काछीबडौदा	बदनावर	धार	मध्य प्रदेश	21-08-2009
		कारोदा	बदनावर	धार	मध्य प्रदेश	21-08-2009
2.	1691, दिनांक 24-08-1998	टीटीपाड़ा	बदनावर	धार	मध्य प्रदेश	21-08-2009
		काछीबडौदा	बदनावर	धार	मध्य प्रदेश	21-08-2009
		मुल्थान	बदनावर	धार	मध्य प्रदेश	21-08-2009
3.	2170, दिनांक 13-08-2009	दौत्र्या	बदनावर	धार	मध्य प्रदेश	21-08-2009
		बखतपुरा	बदनावर	धार	मध्य प्रदेश	21-08-2009
		टीटीपाड़ा	बदनावर	धार	मध्य प्रदेश	21-08-2009
		संदला	बदनावर	धार	मध्य प्रदेश	21-08-2009
		तिलगारा	बदनावर	धार	मध्य प्रदेश	21-08-2009
		मुल्थान	बदनावर	धार	मध्य प्रदेश	21-08-2009
		काछीबडौदा	बदनावर	धार	मध्य प्रदेश	21-08-2009
		कारोदा	बदनावर	धार	मध्य प्रदेश	21-08-2009

[फा. सं. आर-31015/1/2011-ओ आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 1st November, 2011

S.O. 3123.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. Nos. and dates as mentioned in the Schedule below issued under sub-section (i) of Section 6, Petroleum and Minerals Pipelines (Acquisition of Right of User in Land), Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the schedule appended to these notifications;

And whereas, in exercise of powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the name of Bharat Oman Refineries Limited;

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of crude oil from Vadinar, District : Jamnagar in the State of Gujarat to Bina, District: Sagar, in the State of Madhya Pradesh has been laid in the said lands and hence the operation may be terminated in the said lands which in brief are specified in the schedule annexed to this notification;

Now, therefore, as required under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said schedule as the dates of termination of District : Dhar in the State of Madhya Pradesh.

SCHEDULE

S. No.	S.O. No. and Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
1.	2837, Date 27-10-1997	Dhotriya	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Bakhatpura	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Titipada	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Sandla	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Tilgara	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Multhan	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Dhamana	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Khacchi Baroda	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Karoda	Badnavar	Dhar	Madhya Pradesh	21-08-2009
2.	1691, Date 24-8-1998	Titipada	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Kachhi Baroda	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Multhan	Badnavar	Dhar	Madhya Pradesh	21-08-2009
3.	2170, Date 13-8-2009	Dotriya	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Bakhatpura	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Titipada	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Sandla	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Tilgara	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Multhan	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Khacchi Baroda	Badnavar	Dhar	Madhya Pradesh	21-08-2009
		Karoda	Badnavar	Dhar	Madhya Pradesh	21-08-2009

[F. No. R.-31015/1/2011-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 1 नवम्बर, 2011

का.आ. 3124.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यथा उल्लिखित तारीखों की संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगमों से मुक्त उपयोग का अधिकार भारत ओमान रिफाइनरीज लिमिटेड में निहित किया था।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार की रिपोर्ट दी है कि कच्चे पेट्रोलियम उत्पादों के परिवहन के लिए भारत ओमान रिफाइनरीज लिमिटेड के गुजरात राज्य के जिला जामनगर स्थित वाडीनार संस्थान से मध्य प्रदेश राज्य के जिला सागर स्थित बीना संस्थान तक उपर्युक्त भूमियों में पाइपलाइन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट हैं, प्रचालन समाप्त किया जाए।

अतः अब केन्द्रीय सरकार पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला उज्जैन, मध्य प्रदेश राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्र.सं.	का. आ. नं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6	7
1.	82, दिनांक 1-1-1998	सुंदराबाद	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		बांलोदालाखा	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		जलोदसंजर	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		अजड़ावदा	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		मिंडका	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		कमानपुर	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		कल्याणपुरा	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		उडसिंगा	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		खेड़ानारायण	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		मुंडट	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		बालोदाहसन	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		हरनावदा	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		दुनालजा	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		मुरारखेड़ी	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		मालपुरा	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		महुडीआलम	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		मकड़ावन	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		सुवासा	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
2.	1691, दिनांक 24-8-1998	अजड़ावदा	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
3.	713, दिनांक 18-3-2009	सुन्दराबाद	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		कमानपुर	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		कल्याणपुरा	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
		मालपुरा	बडनगर	उज्जैन	मध्य प्रदेश	30-05-2009
4.	3206, दिनांक 22-12-1997	रामाबालोदा	खाचरोद	उज्जैन	मध्य प्रदेश	30-05-2009
		खोखरी	खाचरोद	उज्जैन	मध्य प्रदेश	30-05-2009
		जियाजीगढ़	खाचरोद	उज्जैन	मध्य प्रदेश	30-05-2009
		सुरजाखेड़ी	खाचरोद	उज्जैन	मध्य प्रदेश	30-05-2009

1	2	3	4	5	6	7
5.	1178, दिनांक 28-4-2009	रामाबालोदा	नागदा	उज्जैन	मध्य प्रदेश	30-05-2009
		सुरजा खेड़ी	नागदा	उज्जैन	मध्य प्रदेश	30-05-2009
6.	443, दिनांक 20-2-1998	गुढ़ा	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		रूई	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		खोयरिया	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		झोंकरा	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		बांसखेड़ी	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		धुलटिया	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		पंचेड़	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		बिहारिया	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		कालूहेड़ा	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		किशनपुरा	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		भीलखेड़ा	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		सुतारखेड़ा	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		मीन	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		रलायती	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		रलायता हेवत	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		कोयलखेड़ी	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
7.	712, दिनांक 18-3-2009	झोंकरा	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
		सुतारखेड़ा	घटिया	उज्जैन	मध्य प्रदेश	30-05-2009
8.	442, दिनांक 20-2-1998	मालीखेड़ी	महिदपुर	उज्जैन	मध्य प्रदेश	30-05-2009
		खुरचन्या चन्द्रभान	महिदपुर	उज्जैन	मध्य प्रदेश	30-05-2009
		ताजपुर	महिदपुर	उज्जैन	मध्य प्रदेश	30-05-2009
		बरखेड़ी बाजार	महिदपुर	उज्जैन	मध्य प्रदेश	30-05-2009
		जगोटी	महिदपुर	उज्जैन	मध्य प्रदेश	30-05-2009
		बेलाखेड़ा	महिदपुर	उज्जैन	मध्य प्रदेश	30-05-2009
		पलवा	महिदपुर	उज्जैन	मध्य प्रदेश	30-05-2009
		लोहारवास	महिदपुर	उज्जैन	मध्य प्रदेश	30-05-2009
9.	1691, दिनांक 24-8-1998	बरखेड़ी बाजार	महिदपुर	उज्जैन	मध्य प्रदेश	30-05-2009
10.	1345, दिनांक 19-5-2009	बरखेड़ी बाजार	महिदपुर	उज्जैन	मध्य प्रदेश	30-05-2009
11.	524, दिनांक 26-2-1998	सामानेरा	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		चूनाखेड़ी	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		लालाखेड़ी	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		रूपाखेड़ी	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		कढ़ाई	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		चिकली	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		भोड़ल्या	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		बरोठिया	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		सुचाई	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		माकड़ोन	तराना	उज्जैन	मध्य प्रदेश	30-05-2009

1	2	3	4	5	6	7
		भगवतपुर	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		कड़ोदिया	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		बगवाड़ा	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		हारुखेड़ी	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		बुखारी	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		सालनाखेड़ी	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		रेहवारी	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
12.	1346, दिनांक 19-5-2009	लालाखेड़ी	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		रुपाखेड़ी	तराना	उज्जैन	मध्य प्रदेश	30-05-2009
		बुखारी	तराना	उज्जैन	मध्य प्रदेश	30-05-2009

[फा. सं. आर-31015/1/2011 ओ आर-II]

ए. गोस्वामी, अवसर सचिव

New Delhi, the 1st November, 2011

S.O. 3124.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. Nos. and dates as mentioned in the Schedule below issued under sub-section (i) of Section 6, Petroleum and Minerals Pipelines (Acquisition of Right of User in Land), Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the schedule appended to those notifications,

And whereas, in exercise of powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the name of Bharat Oman Refineries Limited;

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of crude oil from Vadinar, District : Jamnagar in the State of Gujarat to Bina, District : Sagar, in the State of Madhya Pradesh has been laid in the said lands and hence the operation may be terminated in the said lands which in brief are specified in the schedule annexed to this Notification;

Now, therefore, as required under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said Schedule as the dates of termination of District : Ujjain in the State of Madhya Pradesh.

SCHEDULE

Sl. No.	S.O. No. and Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
1.	82, Date 1-1-1998	Sunderabad	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Balodalakha	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Jalodsanjar	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Ajdawada	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Mindka	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Kamanpura	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Kalyanpura	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Udsinga	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Kheda Narayan	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Mundat	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Balodahasan	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Harnawada	Badnagar	Ujjain	Madhya Pradesh	30-05-2009

1	2	3	4	5	6	7
		Dunalja	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Murarkhedi	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Malpura	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Mahudialam	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Makadawan	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Suvasa	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
2.	1691, Date 24-8-1998	Ajadawada	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
3.	713, Date 18-3-2009	Sunderabad	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Jalodanjar	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Kmanpur	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Klyanpura	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
		Malpura	Badnagar	Ujjain	Madhya Pradesh	30-05-2009
4.	3206, Date 22-12-1997	Ramabaloda	Khachrod	Ujjain	Madhya Pradesh	30-05-2009
		Khokri	Khachrod	Ujjain	Madhya Pradesh	30-05-2009
		Jiyajigad	Khachrod	Ujjain	Madhya Pradesh	30-05-2009
		Surjakhedi	Khachrod	Ujjain	Madhya Pradesh	30-05-2009
5.	1178, Date 28-4-2009	Ramabaloda	Nagda	Ujjain	Madhya Pradesh	30-05-2009
		Surjakhedi	Nagda	Ujjain	Madhya Pradesh	30-05-2009
6.	443, Date 20-2-1998	Gudha	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Rui	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Khoyriya	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Zhokra	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Banskhedi	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Dhuletiya	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Panched	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Bihariya	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Kaluheda	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Kishanpura	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Bhilkheda	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Sutarkheda	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Meen	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Ralayati	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Ralayata Hewat	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Koyalkhedi	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
7.	712, Date 18-3-2009	Zokra	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
		Sutarkheda	Ghatiya	Ujjain	Madhya Pradesh	30-05-2009
8.	442, Date 20-2-1998	Malikhedi	Mahidpur	Ujjain	Madhya Pradesh	30-05-2009
		Khurchanya	Mahidpur	Ujjain	Madhya Pradesh	30-05-2009
		Chandrabhan	Mahidpur	Ujjain	Madhya Pradesh	30-05-2009
		Tajpur	Mahidpur	Ujjain	Madhya Pradesh	30-05-2009
		Barkhedi Bazar	Mahidpur	Ujjain	Madhya Pradesh	30-05-2009
		Jagoti	Mahidpur	Ujjain	Madhya Pradesh	30-05-2009

1	2	3	4	5	6	7
		Belakheda	Mahidpur	Ujjain	Madhya Pradesh	30-05-2009
		Palwa	Mahidpur	Ujjain	Madhya Pradesh	30-05-2009
		Loharwas	Mahidpur	Ujjain	Madhya Pradesh	30-05-2009
9.	1691, Date 24-8-1998	Barkhedhi Bazar	Mahidpur	Ujjain	Madhya Pradesh	30-05-2009
10.	1345, Date 19-5-2009	Barkhedhi Bazar	Mahidpur	Ujjain	Madhya Pradesh	30-05-2009
11.	524, Date 26-2-1998	Samanera	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Chunakhedi	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Lalakhedi	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Rupakhedi	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Kadai	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Chikali	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Bhodlya	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Barothiya	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Suchai	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Makdon	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Bhagwatpur	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Kadodiya	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Bagwada	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Harukhedi	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Bukhari	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Salanakhedi	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Rehwari	Tarana	Ujjain	Madhya Pradesh	30-05-2009
12.	1346, Date 19-5-2009	Lalakhedi	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Rupakhedi	Tarana	Ujjain	Madhya Pradesh	30-05-2009
		Bukhari	Tarana	Ujjain	Madhya Pradesh	30-05-2009

[F.No. R-31015/1/2011/OR-II]

A.GOSWANI, Under Secy.

नई दिल्ली, 1 नवम्बर, 2011

का.आ. 3125.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यथा उल्लिखित तारीखों की संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगनों से मुक्त उपयोग का अधिकार भारत ओमान रिफाइनरीज लिमिटेड में निहित किया था।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार की रिपोर्ट दी है कि कच्चे पेट्रोलियम उत्पादों के परिवहन के लिए भारत ओमान रिफाइनरीज लिमिटेड के गुजरात राज्य के जिला जामनगर स्थित वाडीनार संस्थापन से मध्य प्रदेश राज्य के जिला सागर स्थित बीना संस्थापन तक उपर्युक्त भूमियों में पाइपलाइन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है, प्रचालन समाप्त किया जाए,

अतः, अब, केन्द्रीय सरकार पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के स्पष्टीकरण -1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला विदिशा मध्य प्रदेश राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्र.सं.	क. अ. नं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
1	2	3	4	5	6	7
1.	1259, दिनांक 15-6-1998	चन्देरी	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		ताजपुरा	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		अरी नवाबाद	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		महावन	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		सेमरी बशीर	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		रेंगना	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		नेवली	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		लटेरी	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		ललचिया	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		भुगई खुर्द	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		बहादुरपुर	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		मुरवास	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		बलरामपुर	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		चम्पतपुर	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		मसूरी	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		रुसिया	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
2.	1797, दिनांक 7-9-1998	बहादुरपुर	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
3.	1087, दिनांक 22-4-2009	लटेरी	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
		सेमरी बशीर	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
4.	997, दिनांक 19-5-1998	बाबरोद	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		देवी टोरी	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		सिद्दिक गंज	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		पीपल खेड़ा	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		पाटन	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		जलालपुरा	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		कल्याणपुरा	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		कस्बा सिरोंज	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		पामाखेड़ी	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		मनी रामपुर	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		बामूरियाउदा	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		बागरोद	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		चाठौली	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		रफसोल	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010

1	2	3	4	5	6	7
4.	997, दिनांक 19-5-1998	एचनवाड़ा	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		अथाई खेड़ा	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		राजपुरा	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		बरेज	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		कस्बाताल	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		तवा नगर	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		नरखेड़ाताल	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
5.	167, दिनांक 11-1-2010	देवीटोरी	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		नरखेड़ाताल	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
		कस्बासिरोंज	सिरोंज	विदिशा	मध्य प्रदेश	24-04-2010
6.	996, दिनांक 19-5-1998	मढी जागीर	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		इमलिया	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		नेहपिपरिया	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		बरी भैरासा	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		रेवरा	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		टेंकू	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		सिकन्दरपुर	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		नाऊकुण्ड	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		मूडरी	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		दांगी कुमारिया	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		लचायरा	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		बोथीघाट	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		कछौआ	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
7.	1779, दिनांक 7-9-1998	दोंगी कुमारिया	लटेरी	विदिशा	मध्य प्रदेश	24-04-2010
8.	991, दिनांक 5-4-2010	मढी जागीर	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		इमलिया	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		बारबरी भोरांसा	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		दोंगी कुमारिया	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010
		नाऊकुण्ड	कुरवाई	विदिशा	मध्य प्रदेश	24-04-2010

[फा. सं. आर-31015/1/2011-ओ आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 1st November, 2011

S.O. 3125.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas, S.O. Nos. and dates as mentioned in the Schedule below issued under Sub-Section (i) of Section (6), Petroleum and Minerals Pipelines (Acquisition of Right of User in Land), Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the schedule appended to those Notifications,

And whereas, in exercise of powers conferred by Sub-Section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the name of **Bharat Oman Refineries Limited**;

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of crude oil from Vadinar, District: Jamnagar in the State of Gujarat of Bina, District: Sagar, in the State of Madhya Pradesh has been laid in the said lands and hence the operation may be terminated in the said lands which in brief are specified in the schedule annexed to this Notification;

Now, therefore, as required under explanation 1 of rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said Schedule as the dates of termination of District : Vidisha in the State of Madhya Pradesh.

SCHEDULE

Sl. No.	S.O. No. and Date	Name of Village	Tehsil	District	State	Date of Termination
1	2	3	4	5	6	7
1.	1259, Date 15-6-1998	Chanderi	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Tajpura	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Ari Nawabad	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Mahavan	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Semri Bashir	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Rengana	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Nevli	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Lateri	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Lalchiya	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Bhugai Khurd	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Bahadurpur	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Murwas	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Balrampur	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Champatpur	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Masuri	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Rusiya	Lateri	Vidisha	Madhya Pradesh	24-04-2010
2.	1797, Date 7-9-1998	Bhadurpur	Lateri	Vidisha	Madhya Pradesh	24-04-2010
3.	1087, Date 22-4-2009	Lateri	Lateri	Vidisha	Madhya Pradesh	24-04-2010
		Semri Bashir	Lateri	Vidisha	Madhya Pradesh	24-04-2010
4.	997, Date 19-5-1998	Babrod	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Devi Tori	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Siddik Ganj	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Pipaliya Kheda	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Patan	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Jalalpura	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Kalyanpur	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Kasba Sironj	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Pama Khedi	Sironj	Vidisha	Madhya Pradesh	24-04-2010

1	2	3	4	5	6	7
4.	997, Date 19-5-1998	Mani Rampur	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Bamuriyauda	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Bagrod	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Chathholi	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Rafsol	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Achan vada	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Athai Kheda	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Rajpura	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Barej	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Kasbatal	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Tava Nagar	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Narkheda Tal	Sironj	Vidisha	Madhya Pradesh	24-04-2010
5.	167, Date 11-1-2010	Devi Tori	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Narkhedatel	Sironj	Vidisha	Madhya Pradesh	24-04-2010
		Kasba Sironj	Sironj	Vidisha	Madhya Pradesh	24-04-2010
6.	996, Date 19-5-1998	Madhi Jagir	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Emaliya	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Nehpipariya	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Barri Bhoransa	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Ravara	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Tenku	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Sikandarpur	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Naukund	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Mundri	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Dangi Kumariya	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Lachayara	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Bothighat	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Kachhauwa	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
7.	1797, Date 7-9-1998	Dangi Kumariya	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
8.	991, Date 5-4-2010	Madhi Jagir	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Emaliya	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Barbri Bhoransa	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Dabgi Kumariya	Kurwai	Vidisha	Madhya Pradesh	24-04-2010
		Naukund	Kurwai	Vidisha	Madhya Pradesh	24-04-2010

श्रम और रोजगार मंत्रालय

नई दिल्ली, 4 अक्टूबर, 2011

का.आ. 3126.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 78/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-10-2011 को प्राप्त हुआ था।

[सं. एल-12012/102/2001-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 4th October, 2011

S.O. 3126.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 78/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 04-10-2011.

[No. L-12012/102/2001-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR****Case No. CGIT/NGP/78/2001****Date : 16-9-2011**

- Party No. 1** : The Dy. General Manager
State Bank of India, Zonal Office,
Shankar Nagar, Raipur, (Chhattisgarh)
- (b) : the Assistant General Manager,
State Bank of India, Zonal Office,
Shankar Nagar, Raipur, (Chhattisgarh)

VERSUS

- Party No. 2** : Shri Sanjay Kumar Pawar,
C/o. Shri Bipin Pawar, Advocate,
Marathapara, Dhamtari
(Chhattisgarh) 493773

AWARD

(Dated : 16th September, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of State Bank of India and their workman Shri Sanjay Kumar Pawar for adjudication, as per letter No. L-12012/102/2001-IR(B-I) dated 8-10-2001, with the following schedule :—

Whether the action of the management of State Bank of India in removing Shri Sanjay Kumar Pawar, Ex-Cahiser-Cum-Clerk of SBI, New Shanti Nagar Branch, from Bank's

service vide order dated 28-3-2000 of Disciplinary Authority and upholding the same by the Appellate Authority vide order dated 8-8-2000 is legal and justified? If not, what relief to the workman is entitled?"

2. On receipt of the reference, notices were sent to the parties for filing of their respective statement of claim and written statement, in response to which, the workman, Shri Sanjay Kumar Pawar ("the workman" in short) filed the statement of claim and the management of the State Bank of India, Raipur ("the party no. 1" in short) filed the written statement.

The case of the workman as projected in the Statement of claim is that while he was working as a cashier-cum-clerk in new Shanti Nagar Branch in SBI he was served with a show cause notice dated 4-5-2000 for commission of alleged misconducts and charge sheet was issued against him under para. 521 (4) (d), (j) and (q) of Sastri Award and in spite of submission of his explanation denying the charges, a departmental enquiry was held against him and in the enquiry, he was not permitted to cross-examine the witnesses examined on behalf of the management and the enquiry officer submitted his report holding the charges to have been proved against him and the Disciplinary Authority accepting the report of the enquiry officer, imposed the punishment of dismissal from services and non-payment of gratuity dues by order dated 28-3-2000 and he preferred an appeal before the appellate authority but the appellate authority rejected the appeal as intimated to him vide letter dated 8-8-2000 and the appellate authority dismissed the appeal without the application of mind and the action of the party no. 1 in conducting the enquiry and imposing the punishment is arbitrary and malafide and is a result of unfair labour practice and victimization and no fair enquiry was made and the order of dismissal is very severe and the same is illegal, as the same is not based on any material or proof and the punishment is excessive and disproportionate. The workman has prayed to quash and set aside the order of dismissal from services and to reinstate him in service with full back wages and other benefits.

3. The management in its written statement pleaded inter alia that while the workman was working in Chhati Branch on 7-4-1998, he accepted deposit of Rs. 3000 from Shri Dashratil Sahu, S.B. A/c holder No. D/2603 and made entry in the pass book, but did not deposit the amount on the same date in the bank and in the banks ledger, the workman made credit entry of Rs. 3000 between 08-05-1998 and 28-5-1998 and increased the credit balance to Rs. 35000 and put his initials and on 16-06-1998 while balancing the ledger, he reduced the balance by Rs. 3000 and made the same to Rs. 27000 from Rs. 30,000 and tried to cause disappearance of the evidence of fraud and on 7-7-1999, while jotting ledger no. 2, to balance the balancing book, he took the amount of SB A/c. no. D/2603 at ledger no. 2/286 as Rs. 38000 instead of Rs. 41000 and corrected the balance as Rs. 38000 and deleted bogus entry of Rs. 3000 and balanced the balancing book. It is further pleaded by

the party no.1 that on 21-4-1998, 16-6-1998 and 6-8-1998, the workman received Rs. 200, 4000 and 2100 from Mahavir Sahu, Indirabai Sahu and Balram Yadu for deposit of the same in their respective SB A/cs. No. M/2619, E/2050 and B/2468 and made entries in the respective pass books but did not deposit the amount on the same day in the bank and committed fraud with the Bank and misappropriated the amount and made false entries in the concerned registers of the bank and he also committed other frauds and misappropriated the money and as such, a charge sheet was submitted against him and pending enquiry he was placed under suspension on 16-11-1998 and as the reply of the workman was not satisfactory, bank decided to hold the enquiry against him and the enquiry commenced on 25-08-1999 and completed on 20-09-1999 and the witnesses examined on behalf of the management were cross-examined by the defence representative at length and after considering the entire materials on record, documents and version of the parties, the enquiry officer vide its report dated 11-10-1999 hold all the charges to have been proved against the workman and the Disciplinary Authority duly considered the enquiry report and after examining the entire matter independently came to the conclusion that the charges have been proved against the workman and on 14-12-1999, the Disciplinary Authority issued the show cause notice along with the enquiry report, asking the workman to submit his say on the finding of the enquiry officer and the workman submitted his reply on 4-1-2000 and on 5-2-2000, the Disciplinary Authority issued the final show cause notice against the proposed punishment of removal from services and for personal hearing and the final order of removal of services was passed on 28-3-2000 and the appellate authority after personal hearing, dismissed the appeal by order dated 8-8-2000 by giving a reasoned order and the enquiry was held properly and the punishment imposed against the workman was not shockingly disproportionate to the charges proved in the departmental enquiry and as such, the workman is not entitled for any relief.

4. As this is a case of dismissal of the workman from services, after holding a departmental enquiry, the validity of the departmental enquiry was taken up as a preliminary issue for consideration and as per order dated 05-10-2006, the departmental enquiry was held to be legal and proper and as per principles of natural justice.

5. It is necessary to mention here that the case was closed on 26-8-2008 and was posted for passing of awards. As no award was passed by my predecessor in office, the case was reopened, as per order dated 18-08-2010 and was posted for hearing of argument and parties were noticed. In response to the notice wife of the petitioner appeared and filed an application stating that her husband is missing since the last four years and she received the notice on behalf of her husband. So, on 16-06-2011 order was passed to proceed ex-parte against the workman.

6. At the time of argument, it was submitted by the

learned advocate for the bank that the workman committed various acts of frauds, cheating, criminal breach of trust and forgery etc. and the misdeeds amounted to gross misconduct under the service rules applicable to the workman and also offences under the Indian Penal Code, so a charge sheet was issued against him on 04-05-1999 and in the departmental enquiry, the enquiry officer found the charges to have been proved against the workman and the workman admitted the charges and the findings of the enquiry officer are based on the materials on record and are not perverse and the punishment is not shockingly disproportionate to the serious charges proved in a properly held departmental proceeding.

In support of such contentions, reliance was placed by the learned advocate for the party no. 1. on the decisions reported in 1999 LAV.I.C. 3833 (SC) (High Court Judicature Bombay Vs. S.S. Patel), 2005 SCC (L & S) 940 (SBI Vs. Belabagchi), 1995 SCC 292 (Govt. of Tamilnadu Vs. A. Rajapandian) and many others.

7. Perused the record. The enquiry officer after assessing the evidence produced in the departmental enquiry has given his findings. Proper reasonings have been given by the enquiry officer in support of the conclusions drawn up by him. The findings are not based on any extraneous material. Hence, it is found that the findings are not perverse.

Serious charges of commission of fraud, misappropriation and forgery have been proved against the workman in a properly conducted departmental enquiry. It is in the service rules of the bank that every employee shall at all times take all possible steps to ensure and protect the interest of the Bank and discharge his duties with utmost integrity, honesty, devotion and diligence and do nothing which is unbecoming of a bank officials. So taking into considerations the facts and circumstances of the case and the facts found and conclusions recorded in the enquiry report, the punishment imposed against the workman cannot be said to be not commensurate with the misconduct proved against him. Hence, it is found that the punishment is not shockingly disproportionate to the charges requiring any interference, Hence, it is ordered :

ORDER

The action of the management of State Bank of India in removing Shri Sanjay Kumar Pawar, Ex-Cahiser-Cum-Clerk of SBI, New Shanti Nagar Branch, from Bank's service vide order dated 28-3-2000 of Disciplinary Authority and upholding the same by the Appellate Authority vide order dated 8-8-2000 is justified. The workman is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2011

का.आ. 3127.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिम मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 55/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2011 को प्राप्त हुआ था।

[सं. एल-41012/12/2004-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th October, 2011

S.O. 3127.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 55/2004 of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Paschim Madhya Railway, and their workmen, received by the Central Government on 04-10-2011

[No. L-41012/12/2004-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/NGP/55/2004

Shri Pancham, S/o. Shri Chetram,
R/o Bunglow Barkhera,
Post Poonia,
Katni (MP)

Workman

Versus

The Divisional Railway Manager,
Paschim Madhya Railway,
Jabalpur (MP)

Management

AWARD

Passed on this 12th day of September 2011

1. The Government of India, Ministry of Labour *viae* its Notification No. L-41 012/12/2004-IR (B-I) dated 7-6-2004 has referred the following dispute for adjudication by this tribunal :—

“क्या प्रबंधन मण्डल रेल प्रबंधक, पश्चिम मध्य रेलवे, जबलपुर म. प्र. के प्रबंधन द्वारा श्री पंचम आत्मज चैतराम, भूतपूर्व कैजुअल लेबर को 23-12-80 से निरंतर कार्य में बनाये रखने पश्चात् उसे नियमित श्रमिक की पात्रता न देकर दिनांक 18-3-89 से सेवा से पृथक करने की कार्यवाही न्यायोचित है ? यदि नहीं, तो संबंधित कर्मचारी किस अनुतोष का हकदार है ?

2. The case of the workman in short is that he entered into the service of the Railway on 23-12-1980 and was terminated w.e.f. 18-3-1989 arbitrarily without giving any opportunity or without giving any showcause notice. He had worked for 240 days. It is further stated that he was called for reinstatement in the year 2003 by the management but could not taken into service on account of dispute in date of birth. It is stated that the entry in the casual card was by oral statement where as the date of birth in education

qualification is 18-5-1959. On these grounds, it is submitted that the workman be reinstated with back wages.

3. The management appeared and filed Written Statement in the reference case. The case of the management interalia is that the main dispute in the instant case is for not taking the applicant/workman in the service and the other part of the factual aspect is matter of record. It is stated that in the year 2003 the management proceeded for employment and the workman was to submit relevant information such as educational qualification and the date of birth. The workman referred and relied upon the service card prepared on the basis of the information given by him at the initial engagement in the employment. There was discrepancy in the date of birth from service card and the marksheet. As well as there was overwriting made in the marksheet and the management restrained to consider the case of the workman for employment in the year 2003. It is submitted that the workman never deserved to be given employment.

4. On the basis of the pleadings and the reference, the following issues are formulated:—

I. Whether the action of the management in terminating the services of the workman w.e.f. 18-3-1989 is justified?

II. To what relief the workman is entitled?

5. Issue No. I

From the pleading of the management, it appears that the point for consideration in his view is whether the management had rightly refused the workman to provide employment in the year 2003. The reference order shows otherwise. The reference order shows that as to whether the action of the management in terminating the service of the workman w.e.f. 18-3-1989 instead of regularizing him in spite of continuous employment from 23-12-1980 is justified? It is a settled principle that the Tribunal cannot go beyond the reference. There is no reference to examine as to whether the refusal of employment in the year 2003 by the management is justified or not? It is evident from the pleading of the management that there is no denial that the workman was not in employment from 23-12-1980 and was terminated on 18-3-1989. The management appears to have relied on the casual card issued to the workman which is Annexure P/1. Thus it is an admitted fact that the workman was in engagement by the management from 23-12-1980 and was terminated on 18-3-1989. There is no denial that any notice and compensation was given under the provision of Section 25-F of the Industrial Dispute Act (in short the Act). It is not specifically denied and therefore deemed to be admitted.

6. The workman has filed the Casual Card which is Annexure P/1. The management has also relied on the Service Card. The Service Card proves that the workman was engaged on 23-12-1980 and was terminated on 18-3-1989. This card further proves that he worked more

than 240 days during the period of twelve calendar months preceding the date with reference. This shows that he was in continuous service under the provision of Section 25 B of the Act. This further shows that the provision of Section 25-F of the Act is applicable. Admittedly no notice was given nor compensation was paid to the workman at the time of termination of his service w.e.f. 18-3-1989. This proves that the management was not justified in terminating his service.

7. On the other hand, the management has examined only one witness in the case. The management witness Shri Garibalal is employee of West Central Railway. His evidence shows that the case or the workman was rightly not taken into consideration for appointment in the year 2003. He has relied the letter dated 8-10-2003 which is filed by the workman was is Annexure P/2. This is the letter whereby the workman was informed for not considering his case on account of discrepancy in the date of birth. There is no evidence that the termination of the workman w.e.f. 18-3-1989 was justified. Since there is no reference with respect to the legality of the appointment in the year 2003 of the workman, the evidence or the management is of no use. Considering the discussion made above, it is clear that the action of the management in terminating the service of the workman w.e.f. 18-3-1989 is not justified. Accordingly this issue is decided in favour of the workman and against the management.

8. On the basis or the aforesaid discussion and the circumstances or the case, the termination of the workman w.e.f. 18-3-1989 without complying the provision of Section 25-F of the Act is illegal and unjustified. The management is directed to reinstate the workman from the date of termination with full back wages. Accordingly the reference is answered.

9. In the result, the award is passed without any order to costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD.SHAKIR HASAN, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2011

का.आ. 3128 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सांगली बैंक लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पुणे के पंचाट (संदर्भ संख्या 4/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2011 को प्राप्त हुआ था।

[सं. एल-12012/170/2006-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th October, 2011

S.O. 3128.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award Ref. 4/2007 of the Industrial Tribunal, Pune (Maharashtra) as shown in the Annexure, in the industrial dispute between the management of Sangli Bank Ltd. and their workmen, received by the Central Government on 4-10-2011.

[No. L-12012/170/2006-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL MAH AT PUNE

Reference (I.T.) No. 4/2007

Between :

The General Manager,
The Sangli Bank Limited,
Rajwada Chowk, Sangli,
Sangli - 416416
(Now known as
ICICI Bank Limited,
Landmark, Race Course Circle,
Vadodara - 390 007.

First Party

And

Mrs. Neelima Sanjay Antarkar,
1/2A, Maheshwar Apartment,
Erandawana,
Pune - 411 004.

Second Party

Present : Shri M. G. Choudhay Presiding Officer,

Appearances : — Shri Kishor Gumaste, Adv.
for First Party
Shri N. A. Kulkarni, Advocate
for Second Party.

AWARD

(Date: 5-9-2011)

The Government of India through Ministry of Labour in exercise of powers conferred u/s. 10(1) (d) with Sub-section (2-A) of 'Industrial Disputes Act, 1947' referred the industrial dispute between the above named parties for its adjudication by this Tribunal. The demand of the Second Party workman mentioned in Schedule to the Reference Order reads as under,

"Whether the action of the management of Sangli Bank Limited in terminating the services of Smt. Nilima Antarkar as per clause of VIII Bipartite settlement is correct or not? If not, to what relief the concerned workman is entitled to?"

2. In response to the notice issued by this Tribunal Second Party appeared and filed Statement of Claim at Exh. U-2 in which it is inter alia contended that the Second Party was appointed in the First Party Bank w.e.f. 9-8-1982 as a 'Clerk' and thereafter from time to time she was promoted and she was working in the scale of 'Junior Manager' cadre w.e.f. 1-7-2003 at Sangli. According to the Second Party she had applied for leave on 20-5-2004. On

18-3-2006, she went to resume the duties at Sangli and reported for the duties but she was not allowed to resume the duties and orally informed that her services are terminated. According to the Second Party after termination of her services a Demand Notice Dt. 29-4-2006 was served. According to the Second Party, her termination is without compliance of Section-25F of 'Industrial Disputes Act, 1947'. According to the Second Party no Chargesheet was issued to her nor an enquiry was held against her, hence, her termination is illegal and void. According to the Second Party, her termination is illegal for the reason the termination is effected with retrospective effect. According to the Second Party the alleged termination based on a Clause No. 33 of VIIIth Bipartite Settlement Dt. 2-6-2005 is absolutely illegal and wrong for the reason that the Second Party after receipt of the letter Dt. 17-12-2005, reported for duties on 9-1-2006 within 30 days at the main branch at Sangli but she was not allowed to resume the duties, as such, the Second Party submitted a letter Dt. 14-2-2006, again, she was not allowed to resume the duties, again, she was issued another letter Dt. 25-1-2006 asking her to resume duties on or before 23-2-2006, accordingly she went to resume her duties on 14-2-2006 but she was not allowed to report for duties, hence a letter was given Dt. 14-2-2006 requesting the Bank to permit her to join the duties. But again, she was not allowed to resume the duties. Thus, according to the Second Party her termination is illegal, wrongful and requested to allow her demand in the Reference.

3. The First Party in Written Statement at Exh. C-3 denied the claim of the Second Party in the present Reference contending that the demand raised by the Second party is illegal, baseless, concocted and false. According to the First Party this Tribunal has no territorial jurisdiction to entertain, try and decide the present Reference. As according to the First Party the entire cause of action of the present matter if any has taken place between the territorial jurisdiction of District Sangli. According to the First Party the Second Party was working with the First Party as a 'Clerk' since 9-8-1982 and w.e.f. 15-4-2002 she was designated as Computer Terminal Operator (C.T.O.) carrying a special allowance. The Second Party was promoted as Junior. Management Grade Scale-I Officer w.e.f. 1-7-2003 and was posted at main branch Sangli and the Second Party was duly reported as a Probationary Officer on 14-7-2003 however the Second Party remained unauthorisedly absent w.e.f. 20-5-2004 during her probation period of one year and she continued the habit of remaining unauthorisedly absent from time to time. As such, according to the First Party the Second Party was reverted to her original post of 'Clerk', Computer Terminal Operator from where she had been elevated and kept on probation. According to the First Party consequent to reversion to the post of C.T.O., the Second Party was governed by the provisions of the Bipartite Settlement. According to the First Party the Second Party remained

unauthorisedly absent from duties without sanction for a prolonged period and continuously defied various orders of her superior's to report for her duties on one pretext or the other. The First Party gave the Second Party sufficient opportunity to join her duties, however the Second Party did not take the opportunities given to continue with her services with the First Party and chose to remain absent from her duties. According to the First Party, in view of the prolonged absence of Second Party, the First Party was compelled to invoke the provisions of Voluntary Cessation of Employment as contained in the VIII Bipartite Settlement governing the service conditions of the staff of the First Party. According to the First Party, it was followed the requisite guidelines contained in the said provisions in toto before coming to the conclusion that the Second Party has voluntarily abandoned and vacated her post in the Bank without submitting her letter of resignation w.e.f. 23-2-2006. The First Party has denied all the allegations made by the Second Party in the Statement of Claim and lastly requested to dismiss the Reference.

4. The following issues are framed in the matter by my learned predecessor at Exh. 0-9 which arise for my determination,

ISSUES

(1) Whether this Tribunal has territorial jurisdiction to entertain and try the present reference?

(2) Is it proved by Second Party that termination of her services are illegal for non-compliance of Section-25F of Industrial Disputes Act, 1947?

(3) Whether the termination of services of Second Party as per Clause No. 33 of VIIIth Bipartite settlement regarding provisions of voluntary cessation of employment is correct and proper?

(4) Whether the Second Party is entitled for the relief of reinstatement with continuity of service and full back wages?

(5) What Award?

5. My findings to the above points for the reasons recorded below as under,

(1) Yes

(2) Yes

(3) No

(4) Yes, without back wages.

(5) Reference is partly allowed as per Award below.

REASONS

(6) Both the parties have produced the documents on record. The Second Party workman has produced the documents with list Exh. U-6 and in view of the say of the First Party on application Exh. U-13, the documents produced by the Second Party with list Exh. U-6 are exhibited without admitting the contents thereof by the First Party. The First Party has produced the documents with list Exh. C-6 and the same documents are also

produced with list Exh. C-8 and except documents at Sr. No. 15, rest of the documents are exhibited as referred in the evidence of the Second Party and endorsement of the Second Party on the application Exh. C-25. The First Party also produced the attested copy of extract of Clause-33 of 8th Bipartite Settlement Dt. 2-6-2005 in respect of Voluntary Cessation of Employment with list Exh. C-11.

7. The Second Party led her oral evidence at Exh. UW-1 and by way of Examination-in-Chief in her Affidavit, she has stated the same thing as per her stand in the Statement of Claim at Exh. U-2. In addition to that, she has stated that she had communicated the bank that her daughter was sick and requires an attendant round the clock and her daughter was under treatment for "Slip pod. Disk L-4, L-5 of Dr. Nadkarni, as such, she could not join the duties. She has stated that after 20-5-2004 she applied for leave and communicated about leave from time to time. She has stated that as per the bank notice Dt. 17-12-2005 she went to resume the duties on 9-1-2006 within 30 days at the main branch at Sangli but she was not allowed to resume the duties and therefore submitted a letter Dt. 14-2-2006. Again on 20-2-2006, she was not allowed to resume her duties. In Cross-examination, the questions were put to her about her qualification Bipartite Settlement, Service conditions of the workman. Questions were also put to her about the documents produced on record with list Exh. C-8 by the First Party and most of the documents are exhibited produced by the First Party with list Exh. C-8. She has admitted that as per the letter Exh. C-15, she was reverted to the post of C.T.O. and she has not challenged the order of reversion. She has admitted that as per notice Exh. C-17 she was asked to join the duties as C.T.O. and Second Party contended that on 9-1-2006 she did not join the duties as C.T.O. She has admitted that the letter Dt. 9-1-2006 produced with list Exh. C-8 at Sr. No. 6 bears her signature and in last Paragraph it is mentioned that she is joining her duties Officer Junior Management Scale Grade-I. She has denied the suggestion that as per the instructions of First Party she refused to join C.T.O. and thereby she has violated the instructions of Bank. She has also admitted that one letter was sent to the First Party on 13-1-2006 which bears her signature and this letter was sent instead of joining the duties which is at Exh. C-20 and in the said letter she specifically mentioned that to join the duties as an officer. she has admitted that after 13-1-2006 she remained absent from duties and she has denied the other suggestions given to her in cross-examination by the first party the first party bank has not led any oral evidence vide pursis Exh. C-28.

8. With the help of material on record, I have heard the arguments of Advocate for both parties at length and both of them have submitted their case as per material on record. In addition to that advocate for 2nd Party in support of his arguments relied on the case-law reported in A. I. R. 1999 Supreme Court Page-1441 between Vidyadhar V/s. Mankikrao. On the other hand, the Advocate for First Party

in support of his arguments relied on the case-law;

(1) 2009 (9) Supreme Court Cases Page-462 between Regional Manager Bank of Baroda V/s. Anita Nandrajog (Supreme Court of India)

(2) 2010 III C.L.R. Page-71 Between Mada Lokeswara Prasad V/s. UCO Bank REE by its Manager. Himayathnagar Hyderabad. (Andhra Pradesh High Court)

(3) 2011 II C.L.R. Page-608 between U. E. Singh V/s. Punjab National Bank (High Court of Delhi)

(4) 2005 (5) Supreme Court Cases Page-337 between Viveka Nand Sethi V/s. Chairman. Jammu and Kashmir, Bank Limited. (Supreme Court of India) in which hon'ble Supreme Court of India has observed as under,

13. We fell for consideration before the Tribunal was the interpretation and/or applicability of the said settlement. The Industrial Tribunal Committed an error of record in so far as it proceeded on the basis that the said settlement had not been proved. The settlement being an admitted document should have been considered in its proper perspective by the Industrial Tribunal. Clause (2) of the said settlement is a complete code by itself. It lays down a complete machinery as to how and in what manner the employer can arrive at a satisfaction that the workman has no intention to join his duties. A bare perusal of the said settlement clearly shows that it is for the employee concerned to submit a proper application for leave. It is not in dispute that after the period of leave came to an end in June, 1983, the workman did not report back for duties. He also did not submit any application for grant of further leave on medical ground or otherwise. It is in that situation the memorandum Dt. 2-11-1983 was issued and he was asked to join his duties. It is further not in dispute that despite receipt of the said memorandum, the workman did not join duties pursuant where to he was served with a notice to show cause dated 31-12-1982. He was required to resume his duties by 15-1-1984. The Bank received a telegram on 17-1-1984 and only about a month thereafter he filed an application for grant of leave on medical ground. It is not the case of the workman that any leave on medical ground or otherwise was due to him. Opportunities after opportunities indisputably had been granted to the workman to explain his position but he chose not to do so except filing applications for grant of medical leave and that too without annexing proper medical certificates.

14. The biparties settlement is clear and unambiguous. It should be given a literal meaning. A bare perusal of the said settlement would show that on receipt of a notice contemplated thereunder, the workman must either : (1) report for duties within thirty days; (2) give his explanation for his absence satisfying the management that he has not taken any employment or avocation; and (3) show that he has no intention of not joining the duties. It is thus, only when the workman concerned does not join his duties within thirty days or fails to file a satisfactory explanation, as referred to hereinabove, the legal fiction

shall come into force. In the instant case except for asking for grant of medical leave, he did not submit any explanation for his absence satisfying the management that he has not taken up any other employment or avocation and that he has no intention of not joining his duties.

19. It may be true that in case of this nature, the principles of natural justice were required to be complied with but the same would not mean that a full-fledged departmental proceeding was required to be initiated. A limited enquiry as to whether the employee concerned had sufficient explanation for not reporting to duties after the period of leave had expired or failure on his part on being asked so to do, in our considered view; amounts to sufficient compliance of the requirements of the principles of natural justice."

(9) Considering the ratio of case-law cited by the Advocate for both the parties and considering the facts of present case, I am deciding this Reference.

(10) The First Party in Written Statement as well as vide application Exh. C-4 contended that the Second Party served at Sangli. The cause of action whatsoever for the matter arose at Sangli as such, the Industrial Tribunal, Sangli has jurisdiction to entertain the present Reference. The Advocate for First Party invited my attention towards the copy of Government of Maharashtra Gazette Dt. 29/1/2004 by which Notification the Territorial Jurisdiction of each of the industrial tribunal has been decided for the local area mentioned in the said Notification and submitted that this Tribunal has no jurisdiction to entertain the present reference. The Second Party contended that the Central Government has referred the dispute to this Tribunal to adjudicate the demand of the Second Party workman and Central Government is competent to refer a dispute to any of the Labour Court or in the Industrial Tribunal as the case may be constituted by the State Government in view of the proviso to Section-10(1) of the 'Industrial Disputes act, 1947'. Apart from this, submission of the Second Party the Advocate for the Second Party submitted that the Second Party is staying in pune and termination order was served upon at pune and as the residence of the Second Party is at pune, as such, industrial tribunal at pune has every jurisdiction to decide the present Reference and in support of his argument, the Advocate for Second Party workman relied on the case law reported in 1962 (1) F.L.R. Page-444 between case of Indian Cables limited v/s. its workmen, 1967 (14) F.L.R. page-332 between workmen of Sri Ranga Vilas Motors (P) limited another, 1956 (1) L.L.J. page-557 between Lalbhai Tricumlal Mills limited v/s. Vin and others. 1979 (38) F.L.R. page-279 between L. B. Repal v/s. Nagar District Urban Cooperative bank limited. Ahmednagar (Bombay High Court).

(11) After considering the submissions of both the parties on Issue No.1 in my considered view; Central Government is competent to refer the industrial dispute to

any of the Industrial Tribunal or the Labour Court as the case may be constituted by the State Government. Apart from these observations, based on the provisions as provided in the proviso of Section-10(1) of the 'Industrial Disputes act, 1947', I find that the Second Party is residing at Pune, as such, this Tribunal has every jurisdiction to entertain the industrial dispute as referred by the Central Government. If at all, the First Party is aggrieved by the Reference Order of the Central Government, it was open for the First Party to challenge the Reference Order before the appropriate forum of law but the same has not been challenged by the First Party. Taking into consideration all these points as submitted by the Advocate for the Second Party workman, I hold that this Tribunal has territorial jurisdiction to entertain and try the present Reference. Hence, I answer Issue no.1 in the affirmative.

(12) Issue No.2 & 3 :- It appears that the Second Party was in the employment of the First Party initially appointed as a 'Clerk' since 9-8-1982 and on 15-4-2002 she was designated as Computer Terminal Operator (C.T.O.). Further it appears that the Second Party was promoted as Junior Management Grade Scale-1 Officer w.e.f. 1-7-2003 and was posted at main branch at Sangli. The Second Party duly reported as Probationary Officer at main branch Sangli on 14-7-2003. However, it is the contention of the First Party that the Second Party remained absent during her probation period of 1 year w.e.f. 20-5-2004, as such, she was reverted to the original post i.e. as C.T.O. in clerical cadre as per letter Dt. 24-9-2004 Exh. C-15 and it is contention of the First Party that the Second Party remained absent unauthorisedly; as such, the letter Dt. 13-5-2005 Exh. C-16 collectively; letter Dt. 17-12-2005 Exh. 17 was issued to the Second Party and thereby First Party directed the Second Party to report for duties within 30 days and submit the explanation to the satisfaction of the Bank for unauthorised absence. It appears that vide letter Exh. C-18 Dt. 9-1-2006 the Second Party reported for duties but according to the Second Party she was not allowed to report for duty. the bank issued another letter Dt. 9-1-2006, Exh. C-19 and again Second Party issued a letter to the first party Dt. 13-1-2006 Exh. C-20 and thereafter the final notice was given to the Second Party by the First Party on 25-1-2006 Exh. C-21 collectively and the same was replied by the 2nd Party by letter Dt. 14-2-2006 Exh. C-22 and thereby the Second Party informed the 2nd Party that she is still ready and willing to join the duties as an Officer Junior Management Grade Scale-1 and thereafter again a letter Dt. 18-3-2006 was issued which is at Exh. C-23 and joining report of the same Exh. C-24 and demand letter Dt. 29-4-2006 of the Second Party workman at Exh. C-14 and by letter Dt. 23-5-2006 Exh. C-26 the First Party informed the Second Party that her name has been struck off from the roll of the establishment w.e.f. 23-2-2006 in view of the provisions contained in the Clause-33 Bipartite Settlement Dt. 2-6-2005.

(13) It is pertinent to note that the documents produced by the first party with list Exh. C-8, these documents were referred by the First Party in the cross-examination of the Second Party and most of the documents produced by the First Party has been admitted by the Second Party workman in cross-examination as such; they were exhibited. Here, I would like to mention that in the industrial dispute the Second Party workmen on whose demand the reference is made is required to lead oral as well as documentary evidence in support of the demand referred for adjudication and in absence of oral evidence of the Second Party workman, the demand is required to dismiss/reject as not justified by the Second Party workman by leading oral evidence and in my considered view the same principal is also applicable to the First Party employer. If evidence is not led in rebuttal by the First Party it is necessary to observe that evidence led by the Second Party workman in support of Statement of Claim has gone unchallenged. If issue no.3 as framed if it is perused, it can be said that burden is on both the parties to put their case before the Court and prove the same by oral evidence. In my considered view, the Second Party, workman by leading oral evidence in the matter proved her case but First Party has not led any oral evidence in the matter to justify their action and First Party cannot take the assistance of the Cross-examination of the Second Party workman to prove the case of the First Party in relation to justification of their action against the Second Party in terminating the services in view of the Clause-33 of VIII Bipartite Settlement. In view of these observations, I have no hesitation to hold in this matter that the First Party employer failed to justify their action as the First Party has not led any oral evidence in this matter.

(14) I have already referred the documents produced by the First Party with list Exh.-C-8, I have also referred the documents produced by the Second Party workman with list Exh. U-6 by which the Second Party workman time to time informed the First Party about leave application. It is pertinent to note that in the present matter, as per the notices issued by the First Party; calling upon the Second Party workman to report for duty; the Second Party went to resume the duties, however, according to the Second Party she is ready to resume the duties on the post of Officer Junior Management Grade Scale-1 and First Party was asking the Second Party workman to report for duties as C.T.O. in clerical Cadre. Thus, from the correspondence between the Second Party workman and First Party; it is clear to me that there was definitely an intention of the Second Party workman to join the duties. As such, in my considered view; Clause-33 of VIII Bipartite Settlement will not be applicable to the case of the Second Party workman. the Second Party workman by producing documents with list Exh. U-6 about leave applications submitted by the Second Party time to time to the First Party and through her representation to the First Party which is produced by the First Party himself with list Exh.

C-8 supported by oral evidence of the Second Party; It is clear that satisfactory reasons were shown by the Second Party workman in support of her leave application. On this background, it cannot be said that the Second Party remained absent unauthorisedly from duties and there was no intention of the Second Party workman to join the duties. In my considered view on the background of above observation, termination letter issued by the First Party on 23-5-2006 Exh. C-26 does not sustain and it was issued by the First Party in violation of the Section-25F of the 'I. D. Act, 1947' as admittedly at the time of termination of the services of the Second Party workman, no notice, notice pay and retrenchment compensation was paid to the Second Party by the First Party. as such, the said termination is hit by Section-25F of the 'I.D. Act, 1947'.

(15) I have already observed above that on the background of documents produced by the Second Party workman with list Exh. U-6, by submitting leave application to the First Party time and again showing just and proper reason for leave, it cannot be said that the Second Party was unauthorisedly absent from duties. still if according to the First Party the Second Party was unauthorisedly absent and not reporting for duties and if the First Party wants to take action against the Second Party workman as per clause-33 of Bipartite Settlement, then why the First Party has not considered the request of the Second Party workman as requested by the Second Party in the letter Dt. 13th Jan. 2006 Exh. C-20, which reads as under,

"Alternatively; without prejudice to any of my rights, remedies and contentions, I may submit that in view of my pension option already conveyed to the bank in writing and in view of Sec. 16 of the B.P Settlement Dated 2nd June, 2005, on cessation from the employment for any reason whatsoever, I am and shall be entitled to the pension, of which the details may be communicated to me within 8 days hereof."

In my opinion, the said request of the Second Party workman to the First Party is still open and it is for the First Party employer to consider the request of the Second Party sympathetically.

(16) In view of my above observation, it is clear that Clause-33 of VIII Bipartite Settlement is not applicable to the case of the Second Party workman and First Party has terminated the services of the Second Party in violation of Section-25F of 'I.D. Act, 1947', It is clear that the action of the First Party against the Second Party is not correct and proper and it is in violation of the Section-25F of 'I.D. Act, 1947'. In view of this, I answer Issue No.2 and 3 accordingly.

(17) Issue No.4, 5:— In view of my findings on above issues, the order of the First Party Dt. 23-5-2006 in terminating services of the Second Party workman (Exh. C-26) is liable to be set aside and as a normal rule, the Second Party workman is entitled for reinstatement in

service with continuity. In respect of relief of back wages and other consequential relief, the Second Party deposed in the matter and in her oral evidence at Exh. UW-1, she has stated that after her termination she tried to secure an alternate job but could not succeed. in the Statement of Claim Exh. U-2, the Second Party pleaded that after her termination, she tried to secure an alternate job, she could not succeed. Thus, it is clear that aspect of gainful employment of the Second Party workman is not proved in the matter and this has not been seriously disputed by the First Party in the present reference as such, the Second Party workman as a normal rule entitled for benefits of back wages. However, considering this is case of the Second Party workman of continuous availing the leave and away from duties for long period. On this background, this is not a fit case to grant the relief of full back wages to the Second Party workman, hence I hold that the Second Party workman is not entitled for full back wages in this matter but definitely the Second Party workman is entitled to the relief of reinstatement in service with continuity. I also observed here that it is open for the First Party to consider the request of the Second Party workman for pensionary benefit as requested by the Second Party in the letter Dt. 13/1/2006 (Exh. C-20) and it is for the First Party to consider either to reinstate the Second Party workman with continuity of service or consider pension option of the Second Party in view of this, it is clear that the reference is liable to be partly allowed. hence, I answer Issues No.4 and 5 accordingly and proceed to pass the following award.

AWARD

- (1) The Order of First Party Dt. 23/5/2006 in terminating the services of the Second Party is hereby set aside.
- (2) The Second Party is entitled for reinstatement in service with continuity.
- (3) The claim of the Second Party for full back wages stands rejected.
- (4) No Order as to costs.
- (5) Award accordingly.
- (6) Copies of the Award be sent to the appropriate Government for necessary action.

Date :- 5-9-2011
Pune.

M. G. CHOUDHARY, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2011

का.आ. 3129.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 58/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2011 को प्राप्त हुआ था।

[सं. एल-12012/163/2002-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th October, 2011

S.O. 3129.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 58/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of state Bank of India, and their workmen, received by the Central Government on 4-10-2011

[No. L-12012/163/2002-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LCR/58/2003

Presiding Officer : Shri Mohd. Shakir Hasan

Shri B. R. Mishra,

S/o Shri K. P. Mishra,

R/o In front of Mukarjee Advocate's

House, Goshala Chowk,

Satna (MP)

... Workman

Versus

The Dy. General Manager,

State Bank of India,

Zonal Office,

Vijay Nagar,

Jabalpur (MP)

... Management

AWARD

Passed on this 6th day of September, 2011

1. The Government of India, Ministry of Labour vide its Notification No.L-12012/163/2002- IR(B-I) dated 7-4-2003 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of State Bank of India in terminating the services of Shri B.R.Mishra is justified? If no, what relief the applicant is entitled to?”

2.The case of the workman, in short, is that the workman was appointed as Farras-cum-Messenger in March 1973. He was later transferred from Satna to SBI Branch Saleha, Distt. Panna. During the period at Saleha, the workman became mentally sick w.e.f. 8-2-92 and continued upto 9-7-1996. His wife smt. Susheela Devi informed the management vide letter dated 22-10-92 of the ailment of her husband alongwith medical certificate of Dr. P.N.Rai, Satna and had also intimated that her husband would submit formal application of leave on becoming fit to resume duty. The workman also sent application in 1993 to sanction the leave for 1½ months alongwith medical certificate. The Zonal manager informed vide letter dated 12-8-93 that she was not authorized to make correspondence for her husband and the management had no proof of the

illness of her husband. The wife of the workman received a letter dated 11-9-94 & 12-9-94 that her husband had been treated to have self retired w.e.f. 9-8-93. It is stated that It is illegal to treat the workman to have automatically retired without giving him an opportunity of hearing and holding of departmental enquiry. The workman submitted several representations but no order was passed. On these grounds, the reference be answered in favour of the workman.

3. The management appeared and filed written statement by way of statement of claim to contest the reference. The case of the management, inter alia, is that the workman was admittedly working as Farras-cum-Messenger in Saleha Branch of State Bank of India. He was absent from duty unauthorisedly without intimation. He did not join the duty inspite of notice sent to him on 2-2-93 by the management Bank. He did not reply despite receipt of the notice. The management again issued notice on 26-2-93 by registered post with acknowledgement due. Again another notice dated 8-6-93 was sent by registered post on the correct address but it could not be served. The management then published the notice in the daily Hindi Newspaper "Nav Bharat" on 9-7-93 to report on duty within 30 days failing which he would be treated as voluntarily retired. The workman did not join. Thus he was treated to have voluntarily retired from bank service w.e.f. 9-8-93 in accordance to the Bipartite settlement vide order dated 20-1-94. The order was sent by registered post and the same was received by him. It is stated that in order to verify the genuineness of the illness, the management constituted a committee of doctors and noticed the workman which was received by the father of the workman but he did not appear before the said committee for examination. It is submitted that the action of the management is justified.

4. On the basis of the pleadings of the parties, the following issues are framed—

I. Whether the action of the management in terminating the service of Shri B.R.Mishra is justified?

II. To what relief, the workman is entitled?

5. Issue No. I

Admittedly the workman Shri B.R.Mishra was farras-cum-Messenger with the management Bank and was lastly posted at Saleha Branch of SBI. He was admittedly absent w.e.f. 8-2-92 without any leave and was treated as voluntarily retired from Bank service w.e.f. 9-8-93 in accordance with Bipartite settlement vide order dated 20-1-94.

6. Now the evidence of the workman is to be examined in order to determine the point for consideration. Smt.Sushila Devi is wife of the workman who is examined in the case. She has stated that her husband was suffering from jaundice where as the case of the workman is that he was suffering from mental sickness. This shows that the evidence of the workman contradicts the case and pleading. The plea that the workman was mentally sick is not

acceptable. The workman Shri B.R.Mishra has also contradicted in his cross-examination and has stated that he was suffering from jaundice and after one and half month he became fit. This shows that the story of mental sickness is not supported by the workman himself.

7. The workman has also adduced documentary evidence in the case. Exhibit W/1 is the appointment letter dated March 1973 which shows that he was appointed as farsh-cum-messenger w.e.f. 31-3-73. Exhibit W/2 is the confirmation letter. Exhibit W/3 and W/4 are typed copy of letter dated 22-10-92 sent by the wife of the workman to the management. This letter shows that the workman was suffering from jaundice where as the case is that he was mentally sick. This shows that the workman has not substantiated his pleading. Exhibit W/5 is the letter of the management whereby the management informed the wife of the workman that she was not competent to file any representation on behalf of her husband. Exhibit W/6 is the type copy of the letter of the management whereby the workman was directed to furnish certificate of Civil Surgeon of his illness. Exhibit W/8 and W/9 are the typed copy of letters of the management to the wife of the workman which shows that the management informed the retirement of the workman w.e.f. 9-8-93. Exhibit W/10 is the letter of the management to the wife of the workman informing about voluntarily retirement of her husband. Exhibit W/11 and Exhibit W/14 are the photocopies of the orders of the Hon'ble High Court passed in W.P.No. 5941/2000 and W. P. No. 4213/2002 on 18-10-2000 and 24-2-2003 respectively whereby Hon'ble High Court had directed to make a reference. Exhibit W/16 to Exhibit W/18 are the original of some of the documents as discussed above. The documentary evidence shows that there was no mental sickness and intentionally the workman was making correspondence through his wife inspite of submission that she was not authorized to make any correspondence. These documents further show that the workman was continuous absent but inspite of demand by the management to furnish required medical certificate, the workman did not furnish such certificate.

8. On the other hand, the management has also adduced oral and documentary evidence to prove his case. The management's witness Shri Nand Kishore Shakre is Chief Manager (Adm.), SBI, Chhattarpur. He has supported the case of the management. He has stated that the workman absented from duty from 8-9-92 without giving any application for grant of leave or otherwise intimating the Bank and thus remained unauthorized absence from the duty. The management gave several notices but he did not join his duty. Lastly the management published the notice in the daily Hindi Newspaper "Nav Bharat" on 9-7-93 to report on duty within thirty days failing which on expiry of the period, he would be treated to have voluntarily retired. When he did not join on duty, the management passed order on 20-1-1994 treating him to have voluntarily retired on 9-8-1993 after expiry of the period of one month

from the date of publication in newspaper. He has further stated that according to the Bipartite settlement, if an employee remain absent unauthorisedly for 90 days continuously, the management can give a notice asking him to join within 30 days and if he does not join on duty, it will be deemed on expiry of the notice period as if he has voluntarily retired. He has also proved the documents. His evidence is un rebutted. There is no reason to disbelieve his evidence.

9. The management has filed a letter of the wife of the workman which is marked as Exhibit M/1 This letter is also filed by the workman and the relevancy has already been discussed. Exhibit M/2 is the Medical Certificate dated 23-9-92 which speaks a new story that he was suffering from chest pain on 16-9-92 to 23-9-92 and became fit to join duty on 24-9-92 but even then the workman did not join nor filed any application of his unauthorized absence. Exhibit M/3 to M/3(b) are the three notices sent to the workman on different dates to appear and the same was sent even by registered post but the workman did not appear to join the duty. Exhibit M/4 is the publication of notice in the "Nav Bharat" daily newspaper. It is obvious that the proper notice was sent to the workman even then the workman did not appear. The Medical Certificate further shows that he became fit even then the correspondences were being made through his wife. The management has filed the copy of the Bipartite settlement Clause 16 reads as follows—

कर्मचारी द्वारा नियुक्ति (नौकरी) का स्वेच्छापूर्वक परित्याग

दिनांक 8 दिसम्बर, 1983 के समझौते के खण्ड 2 का अधिक्रमण करते हुए निम्नलिखित लागू होगा :

अगर कोई कर्मचारी अपने अवकाश खाते में कोई छुट्टी शेष न होने पर भी या कर्म छुट्टियां शेष होने पर भी अवकाश आवेदन प्रस्तुत किये बिना लगातार 90 या इससे अधिक दिन कार्य पर उपस्थित न रहे या पहले संस्वीकृत तथा बाद में बढ़ाई गई छुट्टी समाप्त हो जाने पर भी लगातार 90 या इससे अधिक दिन कार्य पर उपस्थित न हो या इस बात को संतोषजनक प्रमाण हों कि उसने भारत में कहीं और नौकरी कर ली है या प्रबंधन को यह संतुष्टि हो जाए कि उसका अब काम पर आने का विचार नहीं है तो प्रबंधन कर्मचारी को किसी भी समय उसके अंतिम ज्ञात पते पर एक नोटिस भेज सकता है जिसमें उससे नोटिस की तिथी के 30 दिनांक के अंदर काम पर आने के लिए कहा गया हो तथा अन्य बातों के साथ-साथ उन कारणों को उल्लेख हो जिनके आधार पर प्रबंधन इस निष्कर्ष पर पहुंचा हो कि कर्मचारी को अब काम पर आने तथा आवश्यकतानुसार साक्ष्य प्रस्तुत करने का विचार नहीं है, अगर कर्मचारी 30 दिनांक के अंदर काम पर वापस न आए या अपनी अनुपस्थिति के विषय में ऐसा कोई स्पष्टीकरण न प्रस्तुत करे, जिससे प्रबंधन की संतुष्टि हो सके कि वह कोई अन्य नौकरी या व्यवसाय नहीं कर रहा है तथा काम पर आने का उसका कोई विचार नहीं है, तो उक्त नोटिस की अवधि समाप्त हो जाने पर यह मान लिया जाएगा कि कर्मचारी सेवा सवेच्छा से सेवानिवृत्त हो गया है, अगर कर्मचारी कोई संतोषजनक उत्तर प्रस्तुत करे (या सेवा

नियमावली के अनुसार उस पर किसी भी प्रकार की कार्यवाई करने के बैंक के अधिकार पर कोई प्रतिकूल प्रभाव डाले बिना) उसे उपर्युक्त नोटिस की अवधि समाप्त होने के 30 दिन के अंदर कार्य पर उपस्थित होने की अनुमति दी जाएगी,

Thus it is clear that the management gave proper notice to the workman but he did not appear nor any application for leave was filed and thereafter the order was passed on expiry of the period of notice as if he had voluntarily retired in view of the Bipartite settlement. I find that the action of the management appears to be justified.

10. The learned counsel for the workman argued that automatic termination without giving opportunity is illegal. He has placed reliance on the decision reported in AIR 1971-SC-1409, Deokinandan Prasad Vrs. The State of Bihar. This decision is not applicable as in the instant case one month notice was required in view of the Bipartite Settlement and the same was properly given to the workman. The learned counsel has also referred the decision reported in AIR 2001 SC-227, M/s. Scooters India Ltd. Vrs. Mohd. Yakub and another, 2000 MPLSR 335, Wadson Masiha Vrs. M.P. State and 2009 MPLSR 326 Ram Sewak Singh Vrs. State of MP but these decisions are also not applicable in the instant facts and circumstances of the case.

11. The learned counsel for the management has also placed reliance on the decision report in 2009(9) S.C.C. 462 Regional Manager, Bank of Baroda Vrs. Anita Nandrajog wherein the employee was unauthorized absent and he was voluntarily terminated in view of Bipartite Settlement without any enquiry. The Hon'ble Apex Court has held that

"Para-11

Under clause 17(b) of the Bipartite Settlement, it is clear that if an employee is absent without leave for more than 150 days and has no more leave to his/her credit then the Bank can validly order voluntary cessation of employment. Also, under Clause 17(b) when the management is reasonably satisfied that the employee has no intention of joining duty, it may call upon the employee to report for duty within 30 days failing which action could be taken under Clause 17(b). In the present case, such a notice was given by the Bank on 26-6-1989 but the respondent wanted leave till April 1990 i.e. for another eight months. It is thus clear that she had no intention of resuming duty within 30 days. Hence, we are of the opinion that the action of the Bank in terminating her service on the ground of voluntary cessation of employment vide order dated 25-8-1989, annexure P-4 to this appeal, was valid."

Para-13

The behaviour of the respondent remaining absent without leave for such long periods was clearly regrettable and unfortunate. We are fortified by the

view we are taking by the decision of this Court in Syndicate Bank V/s Staff Assn. as well as the decision in Punjab and Sind Bank V. Sakattar Singh. No establishment can function if it allows its employees to behave in such a manner. We, therefore, uphold the order of the appellant Bank dated 25-8-1989 terminating the service of the respondent as a voluntary cessation of her job, and we set aside the award of the Tribunal dated 5-6-1996 and the impugned judgment of the High Court dated 22-9-2003 Appeal allowed. No order as to costs."

The learned counsel has also relied the decision reported in (2005) 5 S.C.C. 65 Syndicate Bank Vrs. General Secretary, Syndicate Bank Staff Association and another and (2001) 1 SCC 214 Punjab & Sind Bank and others versus Sakattar Singh. These decisions are also on the same point. Thus it is clear that the action of the management Bank is justified. This issue is decided in favour of the management and against the workman.

12. Issue No. II

Considering the discussion made above, I find that the workman is not entitled to any relief. Accordingly the reference is answered.

13. In the result, the award is passed without any order to costs.

14. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2011

का.आ. 3130.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 194/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2011 को प्राप्त हुआ था।

[सं. एल-41012/131/2000-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 4th October, 2011

S.O. 3130.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 194/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the industrial dispute between the management of Central Railway and their workmen, received by the Central Government on 4-10-2011.

[No. L-41012/131/2000-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/194/2000

Presiding Officer : SHRI MOHD. SHAKIR HASAN

Shri Amarsingh,

S/o Shri Hazari,

R/o Servant Qr. No. D-22,

Upperline, Jabalpur (MP)

...Workman

Versus

Divisional Railway Manager,

Central Railway, Jabalpur (MP)

...Management

AWARD

Passed on this 5th day of September, 2011

1. The Government of India, Ministry of Labour vide its Notification No. L-41012/131/2000-IR(B-I) dated 16/24-10-2000 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the Divisional Railway manager, Jabalpur (MP) for wrongly compulsory retirement from service of Shri Amarsingh S/o Shri Hazari, RRB (Running Room Bearer) w.e.f. 20-7-87 is legal and justified? If not, to what relief the workman is entitled?"

2. The case of the workman in short is that the workman was appointed on 1-4-1979 as a Running Room Bearer at Beohari with the management. He became absent from 5-2-86 on account of mentally sick. He was treated at Nagpur Mental Hospital from 15-8-96 and recovered on 17-8-98. Thereafter he approached the department for joining his duty. He was directed by the Station Superintendent Beohari for re-medical examination but till date, no fitness certificate was provided. He represented for providing job. Being aggrieved by the arbitrary proceedings of the management, the workman filed petition before the Hon'ble Central Administrative Tribunal which was numbered as O. A. No. 881/98. The Hon'ble Tribunal passed the order and directed the management to consider the representation. In compliance of the order, the management served the order dated 15-9-86 of compulsory retirement for committing unauthorized absence. It is stated that no enquiry proceeding was conducted nor chargesheet was served. It is stated that the workman was unable to inform about his sickness. It is stated that the order of compulsory retirement is illegal and the workman be reinstated with back wages.

3. The management appeared and filed Written Statement in the case. The case of the management, inter alia, is that the workman was appointed as Ladderman on 16-3-83 and subsequently worked as Running Room Bearer at Beohari. He was unauthorized absent w.e.f. 5-2-86 to 14-8-96. Show cause notice was issued to him and an

enquiry was initiated. He did not appear before the Enquiry Officer although notice was served on him. On the basis of enquiry report, the order of compulsory retirement was passed by the Disciplinary Authority. The workman approached CAT vide OA No.881/98 which was decided with direction to decide the representation. The said representation was accordingly decided and upheld the decision of compulsory retirement. It is stated that the workman again approached CAT vide OA 786/99 but the same was withdrawn. On these grounds, it is submitted that reference be answered in favour of the management.

4. On the basis of the pleadings of the parties, the following issues are framed—

- I. Whether the departmental enquiry conducted by the management is proper and legal ?
- II. Whether the management is entitled to prove misconduct in Court ?
- III. Whether the punishment awarded to the workman is just and proper ?
- IV. To what relief the workman is entitled ?

5. Issue No. I & II

The workman is subsequently absent and his learned counsel submitted that he is traceless. As such no oral evidence is adduced on behalf of the workman. The workman has filed orders of the CAT passed in OA No. 881/98 and in OA No. 786/99. These orders, which are marked as Exhibit W/1 and W/3, clearly show that the Hon'ble Administrative Tribunal directed the management to pass order on the representation of the workman. The workman has filed the order of the management which is marked as Exhibit W/2. This said order clearly shows that the management passed the order dated 16-8-99 in compliance of the direction of the Hon'ble CAT. Thereafter the workman again agitated the matter before the Hon'ble CAT which was subsequently withdrawn. The order of the management (Exhibit W/2) clearly shows that the workman was compulsory retired after due enquiry for his unauthorized absence. This also shows that the workman had neither informed his absence nor his family members informed his sickness. The workman also failed to produce medical certificate of the period from 5-2-86 to 14-8-96. There is no evidence in rebuttal of his own evidence.

6. On the other hand, the management has examined one witness. Shri S.K.Naik is Office Superintendent-I of West Central Railway, Jabalpur. He has supported the case of the management. He has stated that the management had done departmental enquiry against the workman. There is no evidence in rebuttal to show that the departmental enquiry is against the principle of natural Justice. The workman has admitted in his statement of claim that he was absent from 5-2-1986 to 14-8-1996 without any information and without any medical certificate. I find that departmental enquiry conducted by the management is legal and proper and the management is not required to

prove misconduct in the case. These issues are accordingly decided.

7. Issue No. III

On the basis of the discussion made above, it is clear that it was a long absenteeism and still the workman is absent in the case after appearance. I donot find any reason to interfere in the punishment order awarded by the management. Accordingly this issue is decided in favour of the management.

8. Issue No. IV

Considering the entire aspect of the case, I find that the workman is not entitled to any relief. The reference is accordingly answered.

9. In the result, the award is passed without any order to costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer
नई दिल्ली, 5 अक्टूबर, 2011

का.आ. 3131.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर-पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 26/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-2011 को प्राप्त हुआ था।

[सं. एल-41012/51/2005-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 5th October, 2011

S.O. 3131.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.No.26/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the industrial dispute between the management of North-Western Railway and their workmen, received by- the Central Government on 5-10-2011.

[No. L-41012/51/2005-IR (B-I)]

RAMESH SINGH, Desk Officer

अनुबन्ध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय,
जयपुर

सी.जी.आई.टी. प्रकरण सं. 26/2006

श्री एन. के. पुरोहित, पीठासीन अधिकारी

वित्तपति सं. (रेफरेन्स नं. L-41012/51/2005-IR (B-I)

दिनांक 12-1-2006

The Divisional Secretary,
All India SC & ST Railway Employees Association,
Divisional Office, Railway Station,
Ajmer. (Raj.)

V/s

The Divisional Railway Manager,
North-Western Railway, Divisional Office,
Ajmer (Raj)

प्रार्थी की तरफ से : एक-पक्षीय कार्यवाही

अप्रार्थी की तरफ से : श्री बलविन्द्र सिंह

पंचाट :

दिनांक 7-9-2011

केंद्रीय सरकार के द्वारा निम्न विवाद औद्योगिक विवाद अधिनियम, 1947 की धारा 10 की उपधारा के खण्ड (घ) के प्रावधानों के अन्तर्गत उक्त आदेश के जरिए न्यायनिर्णय हेतु प्रेषित किया गया है।

“क्या मण्डल रेल प्रबंधक उत्तर-पश्चिम रेलवे अजमेर के द्वारा अपने कर्मकार श्री हरीश कुमार टौरानी ई.एम.एस. ग्रेड -I की वरियता का दिनांक 6-12-1996 से वेतन निर्धारित न कर पदोन्नति एवं बकाया वेतन राशि का भुगतान न करना न्यायोचित एवं विधि सम्मत है ? यदि नहीं तो कर्मकार अपने नियोजक से किस राहत को पाने का अधिकारी है?”

प्रार्थी द्वारा क्लेम दिनांक 10-11-2010 को प्रस्तुत किया गया। क्लेम का जवाब प्रस्तुत करने की तिथि को दोनों पक्ष अनुपस्थित थे अतः पत्रावली को पंचाट पारित करने हेतु आरक्षित किये जाने के बाद अप्रार्थी ने दिनांक 15-11-2010 को पूर्व दिनांक 10-11-2010 को अनुपस्थित रहने का कारण दर्शाते हुए प्रार्थना-पत्र के साथ क्लेम का जवाब प्रस्तुत किया। जिसे रिकार्ड पर लिया गया।

दिनांक 22-11-2010 को प्रार्थी प्रतिनिधि ने एक आवेदन आदेश दिनांक 10-11-2010 को 'रिकॉल' करने हेतु प्रस्तुत किया। उक्त प्रार्थना-पत्र के जवाब हेतु निश्चित तारीख को दोनों पक्ष के प्रतिनिधिगण उपस्थित नहीं हुए। प्रार्थी प्रतिनिधि की तरफ से उपस्थित पत्र प्रस्तुत किया गया। तत्पश्चात् दिनांक 2-8-2011 को उक्त प्रार्थी के प्रार्थना पत्र पर बहस की स्टेज पर प्रार्थी एवं उसके प्रतिनिधि उपस्थित नहीं हुए। अतः प्रार्थी के विरुद्ध पारित एक-पक्षीय कार्यवाही को 'रिकॉल' करने के सन्दर्भ में प्रस्तुत प्रार्थना-पत्र को निरस्त किया गया एवं पत्रावली को पंचाट हेतु पारित करने के लिए आरक्षित किया गया।

उक्त पृष्ठभूमि में प्रार्थी के क्लेम के अलावा उसके समर्थन में कोई मौखिक या प्रलेखित साक्ष्य अभिलेख पर नहीं है। प्रार्थी के विरुद्ध एक-पक्षीय कार्यवाही होने के कारण अप्रार्थी ने भी अपने जवाब के समर्थन में कोई साक्ष्य प्रस्तुत नहीं की। उक्त परिस्थितियों में निर्देश आदेश का न्यायनिर्णयन गुणावगुण पर किया जाना सम्भव नहीं है। ऐसा प्रतीत होता है कि प्रार्थी को मामले में कोई रुचि नहीं रही। अतः नो-क्लेम अवार्ड पारित किया जाता है निर्देश का उत्तर तदनुसार दिया जाता है।

पंचाट की प्रतिलिपि केंद्रीय सरकार को औद्योगिक विवाद अधिनियम, 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

एन. के. पुरोहित, पीठासीन अधिकारी

नई दिल्ली, 5 अक्टूबर, 2011

का.आ. 3132.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार स्टेट बैंक ऑफ बिकानेर एण्ड जयपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 6/2011) को प्रकाशित करती है, जो केंद्रीय सरकार को 5-10-2011 को प्राप्त हुआ था।

[सं. एल-12012/04/2010-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 5th October, 2011

S.O. 3132.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 6/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the industrial dispute between the management of State Bank of Bikaner & Jaipur and their workmen, received by the Central Government on 5-10-2011.

[No. L-12012/04/2010-IR (B-I)]

RAMESH SINGH, Desk Officer

अनुबन्ध

केंद्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय,
जयपुर

सी.जी.आई.टी. प्रकरण सं. 06/2011

श्री एन. के. पुरोहित, पीठासीन अधिकारी

विज्ञप्ति सं. (रेफरेन्स नं. L-12012/04/2010-IR (B-I) दिनांक
4-4-2011

Shri Deepak Kumar, S/o. Sh. Uday Lal Harihan,
R/o. Ambedker Colony, Harijan Basti,
Chhotu Ji Teli Ki Dukaan Ke Nazdeek,
Bhilwara Rajasthan

V/s

Mukhya Prabandhak,
State Bank of Bikaner & Jaipur,
Mukhya Shakha-Bhopalganj,
Bhilwara, Rajasthan

प्रार्थी की तरफ से : एक-पक्षीय

अप्रार्थी की तरफ से : श्री आर. के. जैन

पंचाट

दिनांक 15-9-2011

केंद्रीय सरकार के द्वारा निम्न विवाद औद्योगिक विवाद अधिनियम, 1947 की धारा 10 की उपधारा के खण्ड (घ) के प्रावधानों के अन्तर्गत उक्त आदेश के जरिए न्यायनिर्णयन हेतु प्रेषित किया गया है।

“Whether the action of the management of state Bank of Bikaner & Jaipur in terminating the service of Shri Deepak Kumar S/o. Shri Uday Lal w.e.f. 22-8-2009 is legal and justified? To what relief the workman is entitled?”

निर्देश प्राप्त होने के बाद दिनांक 27-6-2011 को दोनों पक्षों को रजिस्टर्ड नोटिस प्रेषित किए गए। दिनांक 8-8-2011 को अप्रार्थी प्रतिनिधि ने उपस्थित होकर अधिकार-पत्र पेश किया, लेकिन प्रार्थी रजिस्टर्ड नोटिस तामिल होने के बावजूद उपस्थित नहीं हुआ। उक्त दिनांक को प्रार्थी के विरुद्ध एक-पक्षीय कार्यवाही का आदेश पारित नहीं किया गया तथा प्रार्थी को उपस्थित होकर क्लेम पेश करने हेतु अवसर देने के लिए आगामी दिनांक 14-9-2011 दी गई, लेकिन उक्त तिथि को भी प्रार्थी की तरफ से कोई उपस्थित न होने पर उसके विरुद्ध एक-पक्षीय कार्यवाही का आदेश पारित किया गया।

अप्रार्थी प्रतिनिधि को सुना गया। उनका कहना था कि चूंकि प्रार्थी ने उपस्थित होकर कोई क्लेम प्रस्तुत नहीं किया है, अतः मामले में विवाद रहित पंचाट पारित किया जावे।

प्रार्थी के द्वारा उपस्थित होकर कोई क्लेम प्रस्तुत नहीं किया गया है। अप्रार्थी बैंक ने दिनांक 30-6-2011 के पत्र द्वारा प्रार्थी के पत्र दिनांक 21-7-2011 की प्रति प्रेषित की। प्रार्थी द्वारा उक्त पत्र क्षेत्रीय श्रम आयुक्त, (केन्द्रीय) अजमेर को प्रेषित किया गया था, जिसमें कहा गया है कि उसे बैंक से कोई शिकायत नहीं है तथा वह प्रकरण को वापस लेना चाहता है। ऐसा प्रतीत होता है कि प्रार्थी को प्रकरण में कोई दिलचस्पी नहीं रही है। अभिलेख पर न क्लेम स्टेटमेंट है और न ही अन्य किसी प्रकार की मौखिक या प्रलेख्य साक्ष्य है। इन परिस्थितियों में न्यायनिर्णयन हेतु विचाराधीन निर्देश पर गुणावगुण के आधार पर पंचाट पारित किया जाना सम्भव नहीं है। अतः विवाद रहित पंचाट पारित किया जाता है।

पंचाट की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

एन. के. पुरोहित, पीठासीन अधिकारी

नई दिल्ली, 10 अक्टूबर, 2011

का.आ. 3133.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 148/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-12011/115/2001-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th October, 2011

S.O. 3133.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 148/2001) of the Central Government Industrial Tribunal-cum-Labour Court,

Lucknow as shown in the Annexure in the industrial dispute between the employer in relation to the management of Syndicate Bank and their workmen, which was received by the Central Government on 10-10-2011.

[No. L-12011/115/2001-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW PRESENT

Dr. MANJUNIGAM, Presiding Officer

I.D. No. 148/2001

Ref. No. L-12011/115/2001-IR (B-II) dated: 7-9-2001

BETWEEN

The State Treasure
Syndicate Bank Empls.
Union U. P. State Committee
211 Vinay Palace, Ashok Marg
Lucknow (U.P.) - 226001
(Espousing cause of Shri Mahipal Sharma)

AND

The Dy. Gen. Manager
Syndicate Bank
Zonal Office, Meerut Wing
Bhawani Puram University
Meerut (U.P.)

AWARD

1. By order No. L-12011/115/2001-IR (B-II) dated: 7-9-2001 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the State Treasure, Syndicate Bank Empls. Union, U.P. State Committee, 211 Vinay Palace, Ashok Marg, Lucknow (Espousing cause of Shri Mahipal Sharma) and the Dy. Gen. Manager, Syndicate Bank, Zonal Office, Meerut Wing, Bhawani Puram University, Meerut (U.P.) for adjudication.

2. The reference under adjudication is:

“Whether the action of Syndicate Bank Management in removing Shri Mahipal Sharma from the services of Bank W.e.f. 25-7-2000 is just and fair? If not, what relief he is entitled to?”

3. It is admitted case of the parties that the workman, Mahipal Sharma was working as Clerk when he was served upon a charge sheet dated 23-7-97 for alleged misconduct and was inflicted punishment of removal from the services of the Bank with immediate effect without disqualification for future employment vide order dated 25-7-2000. Aggrieved from the order of the disciplinary authority, the workman made an appeal before the Appellate Authority, which too was rejected vide order dated 13-10-2000.

4. The workman has pleaded in his statement of claim that there was flagrant denial of natural justice to him in the

course of the enquiry and also, that the findings of the Inquiry Officer are perverse; and accordingly, prayed that the enquiry proceedings may be vitiated and the punishment deserves to be set aside.

5. Per contra, the management of the Bank, by filing its written statement, defended its stand and submitted that the enquiry conducted by the Inquiry Officer was in compliance with the principles of natural justice and workman was given all reasonable opportunity to defend himself and also, that the findings of the Inquiry Officer are just and based on the evidence that come before him during the inquiry.

6. Following preliminary issues were framed by this Tribunal vide order dated 8-10-2002 :

1. Kya vibhagiya jaanch naisargik nyaay ke niyamo ke anuroop thee athwa nahi ? Trutipurn hai athwa nahi ?
2. Kya jaanch अधिकारी द्वारा दी गयी आख्या दुराग्रहपुर्ण (perverse) है ? Athwa nahi.

7. The parties were called upon to lead there evidence on above preliminary issues and accordingly, the workman examined himself; whereas the management examined Shri R. K. Garg, Inquiry Officer in support of their respective cases. The parties availed opportunity to cross-examine the witnesses of each other. Both the parties filed written as well as forwarded oral arguments in support of their case.

8. After hearing the parties following orders vide dated 6-11-2009 were passed by this Tribunal on the preliminary issues:

“The departmental enquiry vitiates as the same is in violation of principle of natural justice. Opportunity is given to the opposite party to prove the alleged charges against the workman before the Tribunal. The management of the Bank is directed to file the list of witnesses and documents on 15-12-2009.”

9. On 15-12-2009 management did not turn up to comply the directions given to it vide this Tribunal's order dated 6-11-2009 and accordingly, next date 4-02-2010 was fixed for filing list of witnesses and documents by the management but the management again failed to file any on 4-2-2010, 24-2-2010, 28-4-2010, 5-7-2010, 17-8-2010, 27-9-2010, 28-10-2010, 22-11-2010, 24-12-2010, 14-2-2011 and on 31-3-2011 and accordingly, next date 27-5-2011 was fixed for argument. It is pertinent to mention here that the management was present on all, except for five above mentioned dates; whereas the workman remained present on almost all the dates.

None turned up from the management on 27-5-2011 and accordingly, 14-6-2011 was fixed for arguments. When the management again did not turn up to forward any argument the case was reserved for award after hearing the workman's representative only.

10. Heard the representative of the workman and perused entire evidence on record.

11. Undisputedly, the workman who was employed as Clerk in Syndicate Bank in the year 1997 was served with the charge sheet dated 23-7-97 by the Dy. General Manager for alleged misconduct on his part while working as Clerk at Naujhil Branch for unauthorizedly release of sundry advance of Rs. 2500 to himself and Rs. 3500 to Sh. Mahaveer Prasad and passing the relative withdrawal slips and entering the same as Manager's Cash Scroll without sanction and desiring undue pecuniary benefit at the cost of the Bank. He was also charge sheet for unauthorizedly transferring Rs. 5000 from S/B account No. 14 of one Sh. J. Ram, Manager into his S/B account No. STF 17 on 25-10-95. The Bank management after conducting inquiry found the charges to be proved against the workman and the disciplinary authority inflicted punishment of removal upon the workman. His appeal against said punishment order was rejected by the appellate authority vide order dated 13-10-2000.

12. The parties had rival contentions over the genuineness of the inquiry as well on the fairness of the inquiry report; and accordingly, two preliminary issues were framed vide this Tribunal's 8-10-2002 to check the veracity of the inquiry report. The parties were afforded opportunity to lead their evidence in support of their respective stand on the inquiry and report of the inquiry officer, which was well availed by the parties and after hearing the parties over preliminary issue the then Presiding Officer found that the departmental enquiry held by the Bank was not conducted in accordance with the principles of natural justice; and accordingly, vitiated the same vide its order dated 6-11-2009.

13. The management of the Bank in para 31 of its written statement has pleaded that in case the Tribunal hold that the enquiry was not fair and proper for any reason whatsoever, the management reserves right to prove the charges on merit by adducing evidence before this Tribunal itself. In 1999 SCE (L&S) 302 Neeta Kaplish vs. Presiding Officer, Labour Court & another Hon'ble Apex Court has held that:

“Where enquiry has been found to be defective Tribunal can call upon the management or the employer to justify action taken against the workman and to show by fresh evidence that termination was proper”

Accordingly, the management was afforded opportunity to prove its charges before this Tribunal by leading fresh evidence.

14. After passing the order on preliminary issues, vitiating the departmental enquiry, more than half a dozen dates were fixed in time a span of about two years than one year but the management did not bother about filing of any document or list of evidence in support of its charges, in spite of the fact that the pairokaar and authorized representative of the Bank put up his appearance on so many dates and moved applications dated 4-2-2010 paper No. D-46, dated 24-2-2010 paper No. D-47, dated 11-8-2010

paper No. D-48 and dated 27-9-2010 paper No. D-51, seeking time to file the same at one pretext or the other. When the management failed to file any evidence in support of its charge sheet, there left no option but to proceed further; accordingly, next date was fixed for argument. The management again remained reluctant either to get the order recalled or to forward arguments.

15. It is well appreciated that when the penalty inflicted upon the workman, consequent to departmental enquiry, is under judicial scrutiny the onus lies upon the workman to prove before the trial court that the departmental proceedings were conducted in violation of principles of natural justice and he was not given sufficient opportunities to protect himself; and also, that the findings of the Inquiry Officer were perverse. In case the workman succeeds to prove that the departmental proceedings were not in accordance with the principles of natural justice or that he was denied proper opportunities to defend himself, this lead to vitiation of inquiry by the competent court of law, then as per settled law in 1999 SCC (L&S) 302 Neeta Kaplish V/s. Presiding Officer, Labour Court & another (supra) it was incumbent upon the management to lead evidence before the Court in support of its charges.

16. In the instant case it was the case of the workman that there was flagrant denial of natural justice to him during the course of the enquiry and he was not afforded proper opportunity to defend himself and also that the findings of the Inquiry Officer were perverse; accordingly, it was contended that the action of the management in removing him from the services of the Bank w.e.f. 25-7-2000 was unjust and unfair. On the other hand the management of the Bank defended the veracity of the inquiry.

Both the parties led evidence in support of their rival contentions and after hearing the parties this Tribunal vide its order dated 6-11-2009 found that the inquiry was not fair and proper and accordingly vitiated the same, giving the management a chance to prove their charges before this Tribunal but the management failed to do so in spite of ample opportunity being provided and time of about two years was provided to them. It is settled law that when a party invokes jurisdiction of the court, then initial burden lies upon it to prove its case before the court and the party failing to do so is liable to fail. In the present case the initial burden was on the workman to show that the departmental inquiry was unfair, which he adequately did. In the circumstances, the burden shifted upon the management to prove its action/charge sheet before this Tribunal but it failed all together to file any evidence even after lapse of about two year's time.

17. Thus, in view of discussions made above and reluctance of the management of the Bank in filing any fresh evidence in support of their charge sheet makes it imperative that the penalty order dated 25-7-2000 be set aside. Accordingly, the impugned order dated 25-7-2000 of the Disciplinary Authority, removing the workman, Mahipal Sharma from services is set aside, as I come to the

conclusion that the action of the management of the Syndicate Bank in removing the workman from the services w.e.f. 25-7-2000 is unjust and unfair and he is entitled to be reinstated in the bank with continuity in service and half back wages. In case the Bank management fails to comply with the directions, within a period of four weeks from the date of publication of this award, the workman shall also be entitled to simple interest @ 8% per annum.

18. Award as above.

Dr. MANJU NIGAM, Presiding Officer

Lucknow
27-9-2011

नई दिल्ली, 10 अक्टूबर, 2011

क्र.आ. 3134.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोल डैम हाइड्रो इलेक्ट्रिक पावर प्रोजेक्ट, एनटीपीसी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 99/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-42012/130/2010-आईआर (डी यू.)]

जोहन तोपनो, अवर सचिव

New Delhi, the 10th October, 2011

S.O. 3134.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 99/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kol Dam Hydro Electric Power Project, NTPC and their workmen, which was received by the Central Government on 10-10-2011.

[No. L-42012/130/2010-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present : SRI A.K. RASTOGI, PRESIDING OFFICER

Case No. I. D. 99/2011

Registered on 24-1-2011

Sh. Tara Chand S/o Sh. Kanshi Ram, Vill. Mahotla, PO Balt, Tehsil Sundernagar, Mandi

...Applicant

Versus

1. The General Manager, Kol Dam Hydro Electric Power Project, HTPC, VPO Barmana, Bilaspur (HP).
2. The Managing Director, M/s. AKS Engineers & Contractors, Kol Dam Hydro Electric Power Project, Sanjay Sadan, Chhota Shimla-171002.

3. Project Manager, Italian Thai Development Co. Ltd., Kol Dam Hydro Electric Power Project, Village Kayan, PO Slapper, Teh. Sundernagar, Mandi (HP).
4. The ITD Cementation India Ltd., Kol Dam Hydro Electric Power Project, Village Kayan, PO Slapper, Tehsil Sundernagar, Mandi.

... Respondents

APPEARANCES

For the workman	None for workman
For the Management	Sh. VP Singh for respondent No.1, Sh. Shamsheer Singh for respondent No.3, Sh. Neeraj Srivastav for respondent No. 4.

AWARD

Passed on 22-9-2011

Central Government vide Notification No. L-42012/130/2010/IR (DU) Dated 15-12-2010 by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-section 2(A) of the Industrial Disputes, Act, 1947 (hereinafter referred to as Act) has referred the following Industrial dispute for adjudication to this Tribunal:-

"Whether the action of the management of M/s. ITD Cementation India Ltd., a sub-contractor of M/s. Italian Thai Development Public Co. Ltd. in the Koldam Hydro Electric Project of NTPC, Barmana, Bilaspur (HP) in terminating of services of Sh. Tara Chand S/o Sh. Kanshi Ram w.e.f. 17-8-2008 without following the principle of "Last Come First Go" is legal and justified? If not, what relief the workman is entitled to?"

After receiving the reference notices were issued to the parties on 27-1-2011/3-3-2011 and 6-5-2011 Respondent No:1, 3 and 4 put in their appearances but the workman did not turn up. As the notices sent to workman by registered post on 3-3-2011 were not received back unserved and the service was presumed on him and as he has failed to appear and file a claim statement, a no dispute award is passed in the case. Let two copies of the Award be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2011

का.आ. 3135.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट (संदर्भ संख्या 95, 94 तथा 96/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-40012/239, 241, 240/2000-आईआर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 10th October, 2011

S.O. 3135.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 95, 94 and 96/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the industrial dispute between the the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 10-10-2011.

[No. L-40012/239, 241, 240/2000-IR (DU)]
JOHANTOPNO, Under Secy.

ANNEXURE

**BEFORE SRI RAM PARKASH, HJS, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR.**

Industrial Dispute No. 95/2000, 94/2000 and 96/2000

Between

Sri Babban Son of Sri Babulal,
C/o 119/74, quarter no. 61,
Naseembad,
Darshan Purwa, Kanpur. (I.D. 95/2000)
Smt. Suman wife of Sri Jai Karan,
119/74, quarter no. 61,
Naseembad,
Darshan Purwa, Kanpur (I.D. No. 94/2000)
Sri Jai Karan, S/Sri Buddhu Lal
119/74, quarter no. 61,
Naseembad,
Darshan Purwa, Kanpur (I.D. No. 96/2000)

And

The General Manager (Telephones),
Telephone Bhawan,
Mall Road,
Kanpur

AWARD

1. Central Government, MoL, New Delhi vide notification numbers L-40012/239/2000 IR (DU), L-40012/241/2000/IR(DU) and L-40012/240/2000/IR (DU) dated 29-8-2000 has referred the following dispute to this tribunal for adjudication—

2. Whether the action of the management of General Manager (Telephones) Kanpur in terminating the services of their workmen Sri Babban, with effect from 1-5-99, Smt. Suman, wife of Sri Jai Karan, with effect from 1-5-99 and Sri Jai Karan with effect from 1-5-99, is legal and justified? If not to what relief the workmen are entitled?

3. Brief facts are—

4. These are three cases mentioned aforesaid. In all these three cases similar facts and same question of law is involved and the opposite party is also the same in all the

above three cases therefore, on the request of contesting parties all these three cases were consolidated and I.D. Case no. 95 of 2000 was made the leading case, therefore, propose to dispose off all the three cases by a single award.

5. It is alleged by claimant Babban that he was employed by the opposite party as a safai karmchari on August 1992 at Doorsanchar Kendra Panki Kanpur. At that time the head quarter of the claimant was Telephone Office situate at Upica Bhawan and the whole record was placed over there. He had continuously worked 240 days and more till his retrenchment on 1-5-99. He had worked satisfactorily. There was no other employee by designation as safaikarmchari at Panki. He used to work for whole day and was being paid his wages at Rs. 600 per month. Apart from safai, work of peon was also taken from him.

6. Claimant raised a demand for his regularization and payment on scale basis as a regular employee, but the opposite party instead of redressing his grievance invited tenders and allotted the same work as was being done by the workman on contract basis at Rs. 50000 to the contractor. Thereafter he was not permitted to come on duty on 1-5-99, which amounts to retrenchment and he was neither given any notice, notice pay or retrenchment compensation by the opposite party. After his termination the work is being taken from other employees which are an unfair labor practice. Therefore, he has prayed that he should be reinstated in service with full back wages.

7. Similar are the grounds in other I.D. cases. In I.D. No. 94/2000 claimant has alleged that she was employed as a Safai Karmchari at Doorsanchar Kendra Ratan Lal Nagar Kanpur since April 96 and she worked continuously for 240 days or more since termination i.e. On 1-5-99.

8. Likewise the case of Jai Karan who alleged that he was employed as a Safai Karmchari at Doorsanchar Kendra Ratan Lal Nagar Kanpur on 31-1-94 worked continuously till 1-5-99 i.e. the date of termination on the ground as has been given in the case of Sri Babban ID Case No. 95 of 2000.

9. Opposite party has filed the written statement in all the cases and have raised the similar aversion in all the aforesaid cases. It is stated by them that the claimants were never employed as a regular employee, but they were engaged for two hour a day as and when the work of scavenging required. They were being paid wages from the contingency of the office for the work done by them. No work was taken from them as peon. When the claimants did not work satisfactorily the opposite party under compelling circumstances awarded the work of safai on contract basis. After award of the work to the contractor they started the work of cleaning then no work was left for the claimant. So their work automatically came to end. They were never retrenched they are not entitled for any gratuity or retrenchment compensation. They were working as a part time casual labor so their case does not fall under the

definition of Industrial Disputes Act, 1947. It was also denied that they were ever engaged by the opposite party as the claimants claim in their claim petition.

10. Rejoinder has also been filed in the case but nothing new has been pleaded therein except reiterating the case as pleaded in the claim petition.

11. Claimant adduced documentary evidence vide list dated 1-11-2001. These are the photocopies of the vouchers through the claimants received payments and other documents are the copy of notice. Claimant has also filed copy in original which is a reply filed by the opposite party before ALC Kanpur. They have also filed three vouchers which are in original and a copy of letter written to GM Telephone.

12. Both the parties have adduced oral evidence. Claimant has adduced himself and on behalf of other workers also as W.W. I Babban.

13. Opposite party has produced Sri V. S. Awasthi, as MW. I who is SD Legal Kanpur.

14. Heard the arguments at length and perused the whole record carefully.

15. I perused the evidence of both the witnesses. Statement of W.W. I Sri Babban is uncontroverted. Opportunity was given to the opposite party to cross examine him but they have not cross examined him. He stated on oath that he was employed on 17-8-92 as a Safai Karmchari in Bharat Sanchar Nigam limited. He used to work as safai karamchari but work of peon was also taken from him. He was also operating the Generator. He used to work right from 8.00 am to till evening. He has mentioned the nature of work in his statement. He also stated that Smt. Suman and Jai Karan were also engaged by the opposite party. They used to work in office the office of SDO Ratan Lal Nagar, Kanpur. They used to get the salary from the office of SDO Ratan Lal Nagar. They were being paid their wages through ACG-17 which are the papers (photocopies 10/3-32). He has sent the notice the photocopy is on the file. They were terminated on 1-5-99, saying that now the work will be done by the employees of the contractor. Due to this they were removed.

16. I have examined the statement of M.W. I. His statement cannot be relied. Some where he stated that he does not know Sri Babban Smt. Suman and Jai Karan. He stated that the work of cleaning is not on daily basis but, his statement on this point does not appear to be believable. When he was confronted with versions of the w. s. that in the written statement they had admitted that the work was taken from these workers but it was for two hours then he admitted that aversions mentioned in the w. s. are true. I have gone through the reply of the opposite party which was filed before the ALC. This reply has been filed by the claimant vide list 20-1-11. The contents of this reply have not been denied by the opposite party. In this reply the opposite party have admitted the engagement of these workers since

September 1995 whereas in the written statement they have denied the engagement of these workers since 1994 or likewise. In this reply they have stated that the worker used to work for three hours a day.

17. In the reply filed before ALC as well as in the written statement the opposite party has alleged that the work of these workers was not found satisfactory therefore the work of scavenging was awarded to a contractor. But there is not a single word in the examination in chief of MW 1 that the work of these workers were not satisfactory and they were removed due to unsatisfactory work and safai work was awarded to the contractor. If such were the pleadings then the burden shifts upon the employer to prove the misconduct of workers but they have failed to prove such kind of misconduct of the workers. Even they did not say a single word. He specifically admitted that whatever has been written in the written statement is correct. Some of the original vouchers/ACG-17 have been filed by the workman which is paper no. 10/27, 10/4 and 10/16 these numbers were put on the photocopies. These vouchers/ACG-17 have been admitted by the witness MW-1. It is also admitted by MW. 1 that after verifying the presence of the workers' wages were paid to them through voucher. This amount was paid from the imprest amount of the SDO and the same was paid on monthly basis. It is also admitted that whatever amount was paid through ACG-17. When he was confronted that the record of ACG-17 should be in the office of the department, MW 1 stated that the record is not available. To this I raised a question before him whether he has personally seen and searched the records, but he has neither personally seen the record nor searched the same. In such circumstances I would like to say that the record of ACG - 17 which was available or would have been available in the office have not been searched by the opposite party seriously and it may be presumed in the given circumstances that they have deliberately withheld it. Therefore, it cannot be said that the photocopies which were filed by the claimants cannot be believed. Initially after seeing the photocopy of, ACG-17, paper no.10/27, 10/4, and 10/6 he stated that these are manufactured but when he was confronted with the original of ACG-17 he admitted the authenticity of the papers. Therefore, his statement is contradictory not only to the pleadings to the written statement but relating to his examination in chief and his cross.

18. I would like to say that the provisions of I. D. Act are social in nature and has been carved out to protect the down trodden so that they could not be exploited. It does not make any difference between part time or regular worker if they have been engaged for a long duration and continuity is found in their work. Opposite party has admitted that they have been engaged in the 1995 and it is a fact that they have been removed on 1-5-99. This fact opposite party has not denied. W.W.1 has specifically stated on oath that they have been continuously working and his statement on this point remains uncontroverted.

19. Claimant has placed reliance upon a decision 1988 Lab IC 505, Gujarat High Court, Govind Bhai versus N K Desai in which the Hon'ble High Court has held-Hence even a part time employee who has worked in the capacity for more than 13 years is entitled to be given opportunity of being heard. In the absence of such opportunity the order terminating his services would be illegal.

20. Here in the present case on facts it was found that the workers remained in the employment of the opposite party for sufficient long time and they were removed from their services without affording any opportunity of being heard. Therefore, the principles laid down by the Hon'ble High Court in the case cited above apply with full swing to the facts and circumstances case as according to the position admitted by the opposite party in their written statement, these workers were part time workers.

21. Admittedly these workers have neither been served notice; nor notice pay nor retrenchment compensation had been paid at the time of their retrenchment, therefore, removal from service of these workers by the opposite party is bad in law as the management has breached the provisions of Section 25F of Industrial Disputes Act 1947.

22. Therefore having concluded that the termination of the service of workers is bad in law, they are entitled to be reinstated in the service of the opposite party with 50% back wages.

23. It is further ordered that let a copy of this award be placed on the record of I.D. No. 94/2000 and 96/2000.

RAM PARKASH, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2011

का.आ. 3136.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जिओ स्टेसियल सेन्टर, सर्वे ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 62/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-42012/36/2007-आईआर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 10th October, 2011

S.O. 3136.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.62/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the industrial dispute between the the employers in relation to the management of Geo Stial Centre, Survey of India and their workmen, received by the Central Government on 10-10-2011.

[No. L-42012/36/2007-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
-CUM- LABOUR COURT, LUCKNOW

PRESENT

Dr. MANJU NIGAM, Presiding Officer

I.D. No. 62/2007

Ref No. L-42012/36/2007-IR (DU) dated: 1-11-2007

BETWEEN

Shri Surender Kumar

41/1, Salawala,

Dehradun

AND

The Director

Geo-Spatial Centre,

Survey of India

17, E. C. Road,

Dehradun

AWARD

1. By order No. L-42012/36/2007-IR (DU) dated: 1-11-2007 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Surender Kumar, 41/1, Salawala, Dehradun and the Director, Geo-Spatial Centre, Survey of India, 17, E.C. Road, Dehradun for adjudication.

2. The reference under adjudication is:

"Whether the Action of the Management of Director, Geo-spatial Data Centre, Survey of India, Dehradun, in Terminating the service of their Workman Shri Surender Kumar w.e.f. 9-11-2004 is legal and justified? If not, to what relief the workman is entitled to?"

3. The case of the workman, Surendera Kumar, in brief, is that he was appointed on compassionate ground on the post of Sambhavya Khalasi on 23-9-2002 in Spatial Data Centre, acquisition Wing (33 party) of Survey of India, Dehradun and his services has been terminated w.e.f. 9-11-2004 without any notice or retrenchment compensation thereof. The workman has submitted that he remained ill since August, 2003 for which he informed the department adequately; but the department neither given any receipt nor accepted the medical certificate submitted by the workman. The workman has alleged that the management end his services w.e.f. 9-11-2004 considering him absent without information; without giving him any charge sheet or inquiry which is against the principles of natural justice as well as provisions contained in Section 25 F of the Industrial Disputes Act, 1947. Accordingly, the workman has prayed that he be reinstated w.e.f. 9-11-2004 with back wages and continuity in service.

4. The management of the Survey of India, Dehradun was issued notice on 7-3-2008, calling upon to file their written statement along with relevant documents, reliance

and list of witnesses in support of their claim; but the management of Survey of India refrained to file any, instead it filed a letter dated 17-4-2007, paper No. C-12; wherein it submitted that Uttarakhand Geo-Spatial Data Centre, Survey of India is a Central Govt. organization and subordinate department under the Ministry of Science & Technology and is governed by CCS Rules and it has got nothing to do with any Industrial Dispute. The management was again issued notices dated 26-3-2009, 30-3-2009, 13-7-2009 but none turned to pursue the case; moreover the management vide their letter dated 4-6-2009 reiterated their stand, already taken by them vide their letter dated 17-4-2008.

The management was repeatedly asked for filing their written statement vide notice (s) dated 13-7-2009, 20-10-2009, but the management did not put any heed to them. When the management did not turn on repeated notices the case was ordered to proceed ex-parte against the management vide order dated 23-11-2009 and workman was directed to file its evidence on affidavit.

5. The workman filed its evidence on affidavit on 28-1-2010 with advance copy to the management by registered post; but the management did not turn up to cross-examine the workman and accordingly the date was fixed for arguments. Moreover, the management was informed of the date vide notice dated 29-10-2010; but the management again did not turn up for argument; whereas the workman forwarded its oral as well as written arguments.

6. Heard representative of the workman and perused entire evidence on record.

7. It is the case of the workman that the management of the Survey of India, terminated his services w.e.f. 9-11-2004 considering him absent without information; without giving him any charge sheet or inquiry and accordingly violated the principles of natural justice as well as provisions contained in Section 25 F of the Industrial Disputes Act, 1947, which provide for giving him proper opportunity to defend himself as well as notice or retrenchment compensation. He has submitted certain documents in support of his claim which includes letter dated 9-11-2004 (paper No. 6/3), whereby the workman was permanently terminated from the service and a medical certificate dated 23-3-2004 for the period 11-3-2004 to 23-3-2004 (paper No. 6/5).

8. On the other hand, the management did not put up its appearance before this Tribunal nor did bother to file any written statement or evidence to controvert the claim of the workman. The management instead has been making submissions through various letters vide dated 17-4-2007 (paper No. C-12), dated 4-6-2009 (paper No. 18/1), dated 31-7-2009 (paper No. M-20); where by it has been representing that Uttarakhand Geo-Spatial Data Centre, Survey of India is a Central Govt. organization and subordinate department under the Ministry of Science & Technology and is governed by CCS Rules and it has got nothing to do with any Industrial Dispute and accordingly prayed that further proceedings may kindly be stopped.

9. The workman in its evidence has stated on oath that he was appointed on compassionate grounds and got sick from August, 2003 for which he sent information to the department along with two medical certificate, in original, but the department did not put any heed to it and terminated his services w.e.f. 9-11-2004 without any charge sheet or domestic enquiry or affording him any opportunity for self defence. The workman has also stated that the management rejected its appeal on 13-3-2006.

The management did not turn up to cross-examine the workman nor filed any evidence in rebuttal of the workman's evidence or to support its version.

10. It is well settled that if a party challenges the illegality of the order, the burden lies upon him to prove illegality of the order. In the instant case, the burden was on the workman to set out the grounds to challenge the validity of the action of the management in discharging him from service and to prove the illegality in discharging his services.

11. It is the case of the workman that he was appointed on compassionate grounds and got ill in August, 2003 for which he duly informed the department along with medical certificates but the management without paying any heed to his information terminated his services w.e.f. 09-11-2004 without any domestic enquiry or charge sheet or providing him opportunity for self defence. The management has not come forward with its version to controvert the claim of the workman nor has entered the witness box to rebut the workman's evidence. Accordingly, in absence of any evidence, in rebuttal, from the management there is no reason to disbelief the submissions of the workman.

12. The management in its various communications has submitted that it is a Central Govt. organization and subordinate department under the Ministry of Science & Technology and is governed by CCS Rules and accordingly the provisions of Industrial Disputes Act, 1947 does not apply on it.

13. The management has pleaded its case before this Tribunal on this solitary plea that it does not comes within the definition of 'industry' as defined in Section 2 (J) of the Act. The management has not come forward with cogent evidence over the issue that in what way the Survey of India does not come within the purview of the definition of 'industry'. The workman's representative has relied on the award dated 14-1-2005, given by this Tribunal, in I.D. No. 23/2003 between Prades Mantri, BMS, 32, Chakrata Road, Dehradun and Survey of India, wherein this Tribunal relying on 1993 HBD 4 (All) 69 H.M. Rizvi & others vs. Rural Engineering Services U.P. & others and 1978 (36) FLR 266 Bangalore Water Supply and Sewerage Board V.A. Rajappa has held that the opposite party i.e. Survey of India is an 'industry'.

14. The initial burden was on the workman to prove the illegality of the action of the management in terminating

him from services and the workman has well discharged his onus. There is no iota of evidence from management side which indicates that its action was legal one.

15. From the documents filed by the workman itself it is evident that he was once warned for his absenteeism, the letter containing said warning is paper no. 6/2 and is illegible. Further, the paper No. 6/3 is letter dated 9-11-2004 informing the workman that he has been terminated from services permanently for habitual Unauthorized absence. In the said letter the ground taken by the management for terminating his services is habitual absenteeism; but has not mentioned any detail as regard frequency, duration and dates when he was absent unauthorizedly. This makes the penalty order non-speaking. While passing such a stigmatic order, it was obligatory on the part of the management that when it is all set to terminate its workman from services, then it must have given full detail(s) about absence of the workman which might be indicative of habitual absence and in the absence of such detail it would not be just and proper to treat that the workman was a habitual absentee; and accordingly the action of the management in terminating the services of their workman Surender Kumar w.e.f. 9-11-2004 is illegal and unjustified.

16. Admittedly, the workman was in the employment of the opposite party since 23-9-2002. Having regards to the entire facts and circumstances of the case, the penalty of termination of services of the workman seems to be disproportionate and harsh as the management could not substantiate its case that the workman was habitual absentee. In 2008 SSE 2 (L&S) 719 State of Punjab vs. Dr. P.L. Singla while considering the matter of unauthorized absence, Hon'ble apex Court has observed that quantum of punishment in such cases depends on nature of service, position held by the employee, period of absence and reason for absence. In above case withholding of five increments with cumulative effect, on account of unauthorized absence of five years was not considered as disproportionate. Thus, in view of above, in present case the interest justice would be subserved by imposing penalty of withholding two grade increments with cumulative effect and reinstating the workman with 50% back wages.

17. Accordingly, the impugned order dated 9-11-2004 is being modified to this extent that instead of penalty of termination of service of the workman, the penalty of withholding of two grade increments with cumulative effects is imposed. Consequently the workman be reinstated with 50% back wages within four weeks from the date of publication of the award, failing which the workman shall be entitled for simple interest @ 8% per annum. The reference under adjudication is answered accordingly.

18. Award as above.

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली 10 अक्टूबर, 2011

का.आ. 3137.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता टेलीफोन्स के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकत्ता के पंचाट (संदर्भ संख्या 15/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-40012/348/1999-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 10th October, 2011

S.O. 3137.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Calcutta Telephones and their workman, which was received by the Central Government on 10-10-2011.

[No. L-40012/348/1999-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 15 of 2000

Parties: Employers in relation to the management of the Asstt. General Manager (North), Calcutta Telephones

AND

Their workman

Present : Mr. Justice Manik Mohan Sarkar, Presiding Officer

APPEARANCE :

On behalf of the Management : Mr. S.K. Kamakar, Ld. Advocate.

On behalf of the Workman : Mr. S.K. Ghosh, Ld. Advocate

State : West Bengal, Industry : Telephone

Dated : 29th September, 2011

AWARD

By Order No. L-40012/348/99-IR (DU) dated 10-2-2000 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Calcutta Telephone (the Asstt. General Manager, North) in terminating the services of Sh. Ramesh Biswas w.e.f. 14-1-98 is legal and justified? If not, to what relief the concerned workman is entitled?”

2. The workman stated in his written statement of claim that he was employed by the management of Calcutta Telephones as daily-rated employee with effect from 20-12-1984 and subsequently became a ‘Muster Roll’ workman. He could not attend his duties with effect from 11-12-1986 to 13-1-1988 due to his illness and such fact was intimated by him to the management. The workman was issued with a letter dated 28-3-1988 by the management as a show cause notice for showing reason for his absence and that letter was replied by the workman by a letter dated 30-3-1988 explaining the reasons of his absence and it was followed by another letter dated 25-5-1988. The workman subsequently being fit to join his duties, reported to the management on 14-1-1988 when his service was verbally terminated by the management without complying with the mandatory provision under the Industrial Disputes Act, 1947 and also without giving him any opportunity to be heard. Subsequently the workman made several representations to the management but the management did not take any action to his representations and so the Industrial dispute was raised by him.

3. In the written statement from the side of the management it has been stated that the workman Shri Biswas was engaged on 20th December, 1984 at Cable Construction Project under Calcutta Telephones at Salt Lake and worked upto 31st October, 1985 and thereafter he was asked to work under S.D.O.P./52 (South) with effect from 1-11-1985 and since then he became irregular in attendance and finally remained absent from duties with effect from 11th September, 1986 without any intimation to the office. On 25th April, 1987 said S.D.O.P. issued a letter to the workman intimating him that his name would be struck off from the strength of M.R. Foil of that unit with effect from 11th December, 1986 without any intimation. The workman did not give any reply to the said notice nor he submitted any leave application and/or medical certificate in support of his alleged plea of illness. After remaining absent for more than 12 months without any intimation to the concerned authority, the workman Shri Biswas suddenly came to rejoin to his duties on 14th January, 1988 but since the departmental rule did not permit any casual labour to join duties after remaining absent for more than 12 months, he was not allowed to rejoin his duties on that day and it is claimed by the management that Shri Biswas had left the job on his own with effect from 11th December, 1986 and so question of his termination and/or retrenchment by the management does not or cannot arise at all. The S.D.O.P. issued a show cause notice to Shri Biswas on 28-3-1988 asking him to show reason for his long period of absence and he was asked to submit necessary proof. Management denied receipt of any letter dated 30-3-1988 and 25-5-1988 from the workman as alleged.

4. Admittedly the workman concerned was engaged by the management as a daily-rated Mazdoor with effect from 20-12-1984 and it is also admitted that after being worked for sometime, the workman did not attend his duties

with effect from 11-12-1986 and he remained absent there for a long period of more than 12 months till 13-1-1988. Fact of issuance and service of show cause notice dated 28-3-1988 by the S.D.O.P. on behalf of the management has been stated by the management and admitted by the workman and though the workman claimed that he had replied to the said show cause notice by his two letters dated 30-3-1988 and 25-5-1988 respectively by the receipt of such letters from the workman has been denied on behalf of the management.

5. At the stage of hearing argument, the workman or his authorized representative or the Ld. Advocate did not appear dates after dates and the worker also did not appear even after service of fresh notice upon him and so the argument was heard in ex parte though the Tribunal has made an observation in the order sheet that even if no hearing of argument is made on behalf of the workman concerned, Award would be prepared on the basis of the oral evidence and also documentary evidence produced by the respective parties.

6. Copy of letter asking for show cause dated 28-3-1988 has been produced as Ext. W-02 by the workman concerned and there a reply has been called for within 7 days therefrom. Copy of notice dated 25-4-1987 produced on behalf of the management has been marked as Ext. M-1 and in the said notice, it was intimated to the workman concerned that his name was continued in the M.R. Foil so long but since the workman concerned did not turn up till the date of that show cause notice, his name was stated to have been struck off from the strength of M.R. Foil with effect from 1-5-1987.

7. Workman concerned deposed here as WW-01 and he has stated that he became ill and after recovery he wanted to join his work with fitness certificate and at that time he was asked to file application and though he filed such an application, no work was assigned to him and thus, indirectly he was retrenched. During cross-examination he has admitted that he did not join his duty since 11-12-1986 as he was ill and that during the period he was lying in the Kalyani Hospital for about one year and asserted that he was having a discharge certificate from the hospital in his custody and that he produced the paper regarding his medical treatment before the management when he had been there to join to his duties. But in the list of documents filed on behalf of the workman concerned, I do not find any paper in support of his hospitalization or medical treatment, but he has filed copies of two letter from the workman concerned dated 28th March, 1988 and 25th May, 1988 and those were marked as Exts. W-3 and W-4. But, no paper is forthcoming to show that copies of those letters have actually reached the hands of the management under whom he was working before his long absence.

8. One management witness being MW-01, Shri Panchanan Bandopadhyay has stated that the workman was working in the Exchange No. 52 (South) from

before this witness joined there on 7-7-1986 and the workman continued to work there till 11-12-1986 and since thereafter he remained absent for a pretty long time till 3-1-1988 and on 28-3-1988 he came to the office of this witness and requested for his reengagement and this witness then asked him to bring paper to justify his long absence which the workman could not do. This witness has stated further during his cross-examination that the said witness never informed the workman about striking off his name on 25-4-1987 and this witness has stated that the management was contemplating his case favourable provided he could satisfy the reason for his long absence by proper proof.

9. Fact remains that the workman concerned is a daily-rated worker and after doing work in that capacity for some period under the management Calcutta Telephones, he remained absent for pretty longtime covering more than 12 months without any intimation to the management. It is also evident that the management issued a show cause notice to the workman concerned which has been admitted by the workman. The workman being a daily-rated worker, works on the concept of 'no-work-no-pay' and since he was a casual labour on daily wages, according to the management, his service was subject to termination at any point of time by the management as being his employer.

10. Hon'ble Apex Court in a decision reported in (2004) 7 S.C.C. 574 (D.T.C. v. Sardar Singh) held that when an employee absents himself from duty even without sanctioned leave for a long period it prima facie shows lack of interest in work and the Hon'ble Court further held that the authority can come to a conclusion about the employee being habitual negligent in duty and exhibited lack of interest in his work. This observation was made by the Hon'ble Court in relation to a permanent employee under an employer. In the present matter the workman concerned was engaged casually on daily rate wages with the concept of 'no-work-no-pay' and in such case also, the observation made by the Hon'ble Apex Court in the above decision, may be applied since in the present matter also the workman concerned remained absent for more than 12 months without intimation to the employer concerned and thus he became ineligible to be considered for continuing in the said engagement to work.

11. Voluntary absence from duty also disqualified him from claiming any benefit of the provision of Section 25F of the Industrial Disputes Act, 1947 since his termination was not done by his employer, but it was automatically so treated to be not in employment by his intentional absence from duty for which he was engaged.

12. The workman has never stated or claimed that he worked for more than 240 days in course of his engagement under the management till before he had been in a long absence without intimation and so on that count also the workman concerned cannot claim that his deemed termination was illegal.

13. In view of the discussions made above, it is finally assessed that the termination of service of the workman, Shri Ramesh Biswas by the management as stated in the reference, was legal and justifiably done and consequently the workman concerned is not entitled to any relief.

An Award is passed accordingly.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

Dated, Kolkata,

The 29th September, 2011

नई दिल्ली, 10 अक्टूबर, 2011

का.आ. 3138.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम फैक्ट्री के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोलकाता के पंचाङ्क (संख्या संख्या 13/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-40012/350/1999-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 10th October, 2011

S.O. 3138.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Telecom Factory and their workman, which was received by the Central Government on 10-10-2011.

[No. L-40012/350/1999-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 13 of 2000

Parties: Employers in relation to the management of
The Chief General Manager, Telecom Factory

AND

Their workmen

Present: Mr. Justice Manik Mohan Sarkar, Presiding Officer

APPEARANCE:

On behalf of the Management : Mr. R.N. Bag, Ld. Advocate

On behalf of the Workmen : Mr. S. Mukherjee, Ld. Advocate

State : West Bengal Industry: Telecom

Dated: 28th September, 2011.

AWARD

By Order No. L-40012/350/99-IR(DU) dated 9-2-2000
the Government of India, Ministry of Labour in exercise of

its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Telecom Factory, Gopalpur (W.B.) in terminating the services of Sh. Kartick Bhattacharjee w.e.f. 1-10-98 is legal and justified? If not, to what relief the workman is entitled?"

2. In his statement of claim the workman has alleged that he joined the Telecom Factory of the management Company at Gopalpur in West Bengal in December 1995 as a Mazdoor and his work was in the nature of support Bracket Assembling, 15 Mts. S.S. Mast repairing, working of assembling the hubs and other welding Iron as and when required and in course of his employment he was accountable to the different officers of the Factory in connection with the above stated works and his service was directed to be controlled by them. The workman was to record his attendance in the attendance register of the Company and he used to draw his salary through the Company's format of voucher named ACG-17 on regular course from the date of his joining. The workman was issued with identity card for entering into the factory premises. Being satisfied with his performance, the management introduced the supply of milk, sugar, barley, soap, lemon squash to the concerned workman to keep him fit for facing health hazards in course of his employment. The workman used to collect the instruments/apparatus required for performing his daily work from Mr. T.K. Choudhuri, Chemist as well as in-charge and used to return those after completion of the job and he was also provided with individual locker facility by the management. In course of his employment with the Company, the workman concerned used to receive monthly wages calculated @ Rs.60 per day, though the enhanced rate of Rs.98.60 at the relevant point of time was not given, to him. It is further stated that the management Company stopped payment to the workman all on a sudden from the month of November, 1997 and did not allow the workman concerned to put his signature in the prescribed attendance register of the Company, even though he was allowed to do his regular job inside the factory premises as usual and this condition continued till the month of March, 1998. During this period the workman concerned did not get any wage from the management Company and subsequently he was allowed to put his signature in the attendance register again from 1st day of April, 1998 and he began to receive wages from the Company again as per ACG-17 on regular course till he was illegally terminated from service on 1-10-1998. For the work during the period from November, 1997 to March, 1998, the workman concerned was asked to put his signature on certain printed sheets in presence of Mr. Prabir Acharya, Maintenance-in-charge in the Maintenance Department and the workman was told by him that during the said period he was under a contractor with whom the workman

concerned had no contact at any point of time. Workman has further alleged that the said contractor was never introduced by the management to him nor the workman concerned was informed that his regular service under the management of Telecom Factory, Gopalpur was transferred or liened or loaned to other concern of any alleged contractor. Workman concerned claimed that the name of the alleged Company being Drillco Company of India appearing in the purported attendance register, was fictitious one and the alleged signature appearing there did not exist while the workman was asked by Mr. Prabir Acharya to put his signature on 15-05-1998 at the time of receiving his monthly wages. On query the workman concerned was told by Mr. Prabir Acharya that payment of wages was made by the Company on behalf of such non-existent fictitious contractor, namely, M/s. Drillco Company of India. It is further claimed that there was no slightest role of any outside organization between the period from November, 1997 to March, 1998 for controlling, carrying and/or leading the duties performed by the workman concerned and the alleged contractor was a sham and fake one and projected by the management to deprive the workman concerned to get the benefit as regular workman of the Company. It is alleged further that the workman concerned was terminated from service on and from 01-10-1998 arbitrarily, illegally in violation of principle of law and justice and no compliance under Section 25F of the Industrial Disputes Act, 1947 was done by the management at the time of such termination of the workman and so the workman concerned prayed for reinstatement in his job with full back wages and other consequential benefits and cost.

3. In the written statement of the Telecom Factory management it has been stated that the workman Shri Bhattacharjee was engaged at the Telecom Factory at Gopalpur as a daily-rated workman from the month of February, 1997 to October, 1997 and was again engaged on daily rate basis from the month of April, 1998 to September, 1998 as per requirement of particular work to be carried out in the factory, from time to time. Accountability of the workman to some officers engaged in the Telecom Factory was there Irrespective of daily-rated workman or regular employee. It is claimed that the laid down procedures are to be maintained for any type of payment since the money in that account was/is to be drawn from the Government Accounts. For the entry into the Government premises which are protected place. no unauthorized entry is permitted and so gate passes used to be issued to the workman concerned to enable him to have entry into the factory premises and the regular employees are issued with photo identity cards and such cards are not issued to the daily rated workers. Medical facilities were being provided for the purpose of health to both regular and daily-rated workers for safety appliance of the workman. The management claimed that the Applicant was never a casual employee and so question

of termination of his service and also compliance of provisions of Industrial Disputes Act, 1947 does not arise at all. The management has further stated that the engagement of the workman on daily rate basis from February, 1997 to October 1997 and again from April 1998 to September 1998 was as per requirement for proto development of 15 Mr. S.S. Mast and development work was very casual and temporary in nature and the work came to an end with effect from 30-9-1998 and so the concerned informed the workman that his service was not required any more and so the question of giving any notice never arose since no notice was warranted there. Further, it is stated that the surplus workers of Telecom Factory, Alipore were deployed alongwith the post transferred to Telecom Factory Gopalpur and that was also the reason about the non-requirement of service of any daily worker, considering the work-load. The management concluded with the statement that the workman concerned was never recruited by following the recruitment rules of the management Telecom Factory and he did not met any condition required for appointment of regular employee.

4. As usual the rejoinder of the workman is in the nature of denial of the statement made by the management of Telecom Factory Gopalpur in its written statement para-wise and no new story has been stated there.

5. Workman Kartick Bhattacharjee has never been denied by the management Telecom Factory to have been engaged in the Telecom Factory Gopalpur since it is an admitted position by the management that such a workman was really engaged by the Telecom Factory, Gopalpur from February 1997 to October 1997 in the first phase and then again from April, 1998 to September, 1998 as the second and final phase and his such engagement was in the nature of daily-rated worker though he was provided with some facilities enjoyed by regular employees there in the Telecom Factory like extension of medical facility to the workman concerned. It is found that the workman concerned has been stated to be not employed by the Telecom Factory in between November, 1997 to March, 1998 and the management claimed that he was then engaged by a contractor firm/Company which was engaged by the Telecom Factory management. The workman side, did not outright denied existence of such a contractor but has claimed that such a story of contractor was invented only to defeat the claim and benefit of the workman concerned for some legal protection of his engagement.

6. Mr. S. Mukherjee, Ld. Advocate for the workman specifically claimed that the workman concerned was continuously employed from February, 1997 till the last day of his work with the Telecom Factory in September, 1998 before he was terminated. It is further claimed that in this process the workman concerned had worked for more than 240 days in 12 months preceding the date of termination with effect from 01-10-1998. In respect of the story of contractor, it is claimed by Mr. Mukherjee that it was a sham and fake one and the management side actually

has not produced any supporting document to that effect that any such contractor was engaged. Mr. Mukherjee further submitted that the management Telecom Factory also did not produce any paper to show that the said management Company was properly registered under the Contract Labour (Regulation and Abolition) Act, 1970 for engaging a contractor for supplying contract labours and so in absence of such vital proof, the management Telecom Factory can never claim or treat the workman as a contractor's man during the period as claimed by it. Mr. Mukherjee has further stated that the story or role of contractor for a brief period has been invented by the management Telecom Factory only to take away the claim of the workman that he worked for more than 240 days in one year or 12 calendar months immediately prior to his termination since if that period is taken to be in employment with the management Telecom Factory all through, period of 240 days or more work would automatically come in favour of the workman concerned to justify the claim of his termination as not in compliance of the provisions of Section 25F of the Industrial Disputes Act, 1947.

7. Mr. R.N. Bag, Ld. Advocate for the management Telecom Factory submitted that the engagement of Shri Bhattacharjee as daily-rated workman was done for a particular job or work and on completion of the same, his engagement was automatically terminated since the said work in the nature of project was completed and the necessity of the workman concerned also ended by the end of such nature of work. In such circumstance, according to Mr. Bag the question of termination by the act of the Telecom Factory never arose so that the workman concerned would claim protection under Section 25F of the Act. Mr. Bag submitted that the management Telecom Factory would have been liable to compensate the workman concerned provided his engagement was terminated before the completion of the type of work for which he was engaged but that was not the case in the present matter since the workman concerned was automatically terminated by the efflux of time.

Mr. Bag has further submitted that the qualifying provision for a worker to get protection under Section 25F of the Act is there for such workman who has completed working period of 240 days at least in one calendar year as per provision of Section 25F and most specifically stated the period of 240 days in Section 25B of the Industrial Disputes Act, 1947. It is claimed by him that the period of employment of the workman concerned under a contractor is an established fact in the attendance sheet produced by the workman concerned where the name of one such contractor firm, namely, M/s. Drillco India and someone on its behalf endorsed or countersigned in the said attendance sheet and referred to Ext. W-10 consisting of 4 sheets.

8. In reference to the claim in the preceding paragraph by the Ld. Advocate for the management, the Ld. Advocate

for the workman, Mr. Mukherjee has submitted that the introduction of a contractor for employment of the workman concerned for a brief period of five months in between two engagements by the management Telecom Factory is nothing but in the style of camouflage and the said contractor firm has no better than existence of a name lender and it has been done in the style of a sham contract which has never been shown in the present reference. It is further submitted by Mr. Mukherjee that if the said period of five months' work by the workman under the alleged contractor is taken in continuous stream of work by the present workman, definitely it will reveal that the workman had worked for more than 240 days immediately before his termination in September, 1998 and thus making him eligible to claim protection under Section 25F of the Industrial Disputes Act, 1947.

9. On the claim and counter-claim from the Ld. Advocates for the respective parties and also on the basis of the exhibited documents in respect of the attendance of the present workman, it is found that the workman concerned is stated to have worked for five months from November, 1997 to March, 1998 under an agency like contractor, namely M/s. Drillco India in view of the endorsement to that effect in some of the exhibited attendance sheets. Definitely something comes in the mind of this Tribunal that the workman who was initially engaged by the management Telecom Factory for a period upto October, 1997 to do some job on daily wage basis, suddenly transmitted to the camp of a contractor as if the said workman was supplied by the said contractor firm for similar nature of job under the management Telecom Factory which he was doing all along during the period of his engagement under the management Telecom Factory directly. Again, a suspicion is created when the short-term processing of the said workman through a contractor was terminated in the month of March, 1998, the said workman again became a daily-rated workman under the direct roll of the management Telecom Factory and continued the same nature of job without any break till he was terminated in the month of September, 1998. So, it is found that the workman, Kartick Bhattacharjee was left out of the grip of the management Telecom Factory for a period of 5 months only and left in the custody of the contractor for that brief period which was sandwiched in between the period of engagement of the workman concerned directly by the management Telecom Factory. How a workman who was initially engaged by the management Telecom Factory, may come as a contract labour under a contractor firm for the same nature of work and that too for a brief period since the workman concerned was again engaged by the management Telecom Factory to continue with the job he was doing all through. Fact remains that the management did not produce any document to show that M/s. Drillco India was ever appointed or engaged as a contractor under the Telecom Factory, Gopalpur for doing some contract job including the present nature of job of supplying workers.

10. But, engagement of contractor has not been totally denied by the workman side since WW-02, Amal Kumar Das who was a regular employee of the Telecom Factory since 1976, has stated during his cross-examination that contractors were engaged from time to time in the Telecom Factory by the management though he has stated that he did not believe that the present workman, Kartick Bhattacharjee had ever worked under such a contractor any time during the period from December, 1995 to October, 1998. But, such witness has some confusion in mind as to the category of the present worker, whether he was a regular employee or casual or daily-rated employee in the Telecom Factory and rather he has stated that Kartick Bhattacharjee was a regular employee in the said factory and that his attendance used to be noted in the attendance register as has been done in the case of permanent employees. This is some exaggerated statement from the side of the said witness on behalf of the workman since the workman himself has stated that he was being paid with wages on the basis of ACG-17 voucher and payment was made every month on daily rate of Rs.60. This version from the side of the workman concerned gives clear picture that he was not a regular worker of the Telecom Factory concerned but rather he was a daily rate wage earning worker in the Telecom Factory.

11. In view of the above discussion, it may be revealed that the introduction of the role of a contractor in course of working by the workman concerned for limited period in course of his working gives rise to a suspicion about the bonafide of the management specially when the management Telecom Factory has not shown any paper or document that the said contractor firm, M/s. Drillco India was ever engaged by it during the concerned period as a contractor. If the said period of 5 months is added to the total working period of the workman concerned from the date of his initial engagement in the Telecom Factory till the date of his termination in September, 1998, it may be revealed that the workman concerned had worked for more than 240 days till before his termination or rather in 12 calendar months. This may qualify the workman concerned to get protection under Section 25F of the Industrial Disputes Act, 1947.

12. But a question comes on the way of such consideration since the management Telecom Factory has claimed that the workman concerned was engaged for a particular type of job which was purely of temporary nature and it is a short-lived nature of work and the engagement of the workman concerned does not have any continuity as it is availed of by the general daily-rated workers. This fact has been admitted by the workman concerned not in his oral evidence as WW-1 but in his pleadings also when he has stated in paragraph 2 of the statement of claim that the workman concerned was to work to support Bracket Assembling, 15 Mts. S.S. Mast repairing, working of

assembling the hubs and other welding iron as and when required according to necessity under supervision and control of some officers in the technical side of the Telecom Factory and the workman concerned was also accountable to them in course of his employment. This type of specific job has been stated by the witness of the management being MW-1, Nishit Kumar Biswas when he stated that he was engaged on no-work-no-pay basis on daily rate and his daily rate was Rs.60 per day and that he was engaged in temporary nature of work in the Telecom Factory Gopalpur viz. proto development of their two products, 15 Mts. S.S. Mast and Support Bracket. This witness further stated that the service of such type of daily-rated workers was no longer required for the particular purpose he was engaged in the Telecom Factory on daily rate since the proto development works for the above mentioned two products was over.

13. Automatically a question may come up as to whether a workman who is engaged for a particular job in the style of project work, can claim the protection under the provision of Section 25F of the Industrial Disputes Act, 1947 and when his engagement is discontinued after completion of that particular job, such discontinuation of his job can be termed as termination as defined under Section 2(oo) of the Industrial Disputes Act, 1947 and whether such termination will lead to the protection under Section 25F of the said Act.

14. So, it is found that the nature of work of the workman concerned was temporary and for a particular work and when the work was over, automatic termination of the work of the workman was there. In that case, the protection of provision under Section 25F of the Act cannot be claimed by the workman concerned. In this context, reference may be given to a decision reported in (2009) 1 S.C.C. 20 wherein the Hon'ble Apex Court held that

"It is trite that the burden of proof that the claimant was in the employment of the particular management primarily lies upon the person who claims so but the degree of proof, varies from case to case. It is neither feasible nor advisable to lay down an abstract rule to determine the employer - employee relationship. It is essentially a question of fact to be determined by having regard to the cumulative effect of the nature of material placed before the adjudicatory forum by the claimant and the management."

In other decisions reported in (2006) 1 S.C.C. 121 and also in (2009) 17 S.C.C. 326 the Hon'ble Apex Court held that the workman engaged for various spells of fixed periods and the workman if retrenched at the end of each period, in all orders of engagement, specific period has been mentioned and engagement had merely been temporary in nature, said case being squarely covered by Section 2(oo), Section 25F, would be in applicable. It has further been viewed in the later decision that in a seasonal

work, the respondent cannot be said to have been retrenched in view of what is stated in Section 2(o)(bb) of the Act. In another decision reported in (2006) 13 S.C.C. 28 it has been held by the Hon'ble Court that a workman appointed on daily wage basis, termination of service of such workman as a result of non-renewal of contract of employment on the expiry of term under a stipulation on that behalf contained therein would not attract definition of term 'retrenchment'.

15. In view of all the discussions made above, I am of the view that the nature of work of the workman concerned with the job for a particular project and the completion of such work would automatically ends employment of the workman concerned and thereby the provision of Section 25F will not attract even though the workman concerned can show that he worked for more than 240 days. In the present reference, the workman neither has proved that he worked for more than 240 days in 12 calendar months immediately before his termination as alleged nor he could show that his engagement was an engagement simplicitor on daily wage basis and termination of employment would attract Section 2(o) and Section 25F of the Act.

16. In view of all the discussions made above, I am of the view that the termination of the workman concerned by the management of the Telecom Factory with effect from 1-10-1998 cannot be said to be illegal and unjustified and in consequence the workman concerned is not entitled to any relief.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer
Dated, Kolkata,

The 28th September, 2011

नई दिल्ली, 10 अक्टूबर, 2011

का.आ. 3139.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरा में, केन्द्रीय सरकार सेन्ट्रल बोर्ड ऑफ सेकेंडरी एजुकेशन के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 55/08) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-42012/91/2007-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 10th October, 2011

S.O. 3139.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/08) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Central Board of Secondary Education and their workman, which was received by the Central Government on 10-10-2011.

[No. L-42012/91/2007-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM- LABOUR COURT, KANPUR

Industrial Dispute No. 55/ 08

Between

Sri Vijay Kumar Singh,
Son of Sri Lallan Prasad Singh,
Resident of 212/A-Naya Pura Kareli,
Allahabad.

AND

The Secretary,
Central Board of Secondary Education,
2, Samudaik Centre,
Preet Vihar,
New Delhi,

AWARD

1. Central Government, MoL, New Delhi vide notification No. L-42012/91/2007-IR(DU) dated 18-2-08, has referred the following dispute to this tribunal for adjudication-

2. Whether the agreement between the management of Central Board of Secondary Education and their contractor M/s Manpower Services and Securities with regard to engagement of Sri Vijay Kumar Singh is sham and only smoke screen? If yes, then whether the action of the principle employer in terminating the services of their above workman with effect from 10-9-99 is legal and justified? If not to what relief the workman is entitled to?

3. It is unnecessary to give full details of the case as after the exchange of pleadings between the parties, the contending parties started moving affidavit against affidavit for summoning the relevant documents from the possession of the opposite parties. Ultimately, on 29-9-2010, the workman filed his evidence on affidavit in the above case and then dates were fixed for his cross-examination.

4. Finally the case was taken up for hearing on 15-9-11, then the authorized representative for the contending parties were present but the workman was found absent. During the course of recording order the tribunal directed the representative for the workman to inform him by speed post regarding the progress of the case upon that the authorized representative for the workman submitted before the tribunal that he had already sent notice through speed post as well as claimant was personally informed but he is not interested in pursuing his claim. Hence under these circumstances the opposite party could not get an opportunity to cross examine the workman on his affidavit evidence, therefore, the tribunal recorded a finding on order sheet that the evidence of the workman on affidavit shall be termed to be redundant. Opposite party has also moved an application before the

tribunal on that very day stating therein that under these circumstances of the case they are not willing to adduce any evidence, therefore, the opportunity to adduce evidence by the opposite party is also closed.

5. Therefore, from the above discussion of the case, it is quite oblivious that it is a case where no evidence has been adduced by the workman. It is the workman only to prove his case in support of his claim and having regard to the settled legal position of law that if the plaintiff fails to adduce evidence in support of his case he will fail and his suit is liable to be dismissed for want of evidence. Applying the same analogy in the present case it is held that since the workman has failed to discharge his obligation to prove his case by adducing cogent and convincing evidence before this tribunal, the tribunal has no option but to reject his claim for want of evidence and prove.

6. Accordingly it is held that the claimant is held not entitled for any relief as claimed by him in his claim petition for want of evidence and proves.

7. Reference is therefore, answered accordingly against the workman and in favor of the opposite party.

RAM PARKASH, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2011

का.आ. 3140.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, धनबाद नं. 2 के पंचाट (संदर्भ संख्या 289/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-20012/368/2001-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th October, 2011

S.O. 3140.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 289/2001) of the Central Government Industrial Tribunal—Cum-Labour Court-2, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL, and their workman, which was received by the Central Government on 10-10-2011.

[No. L-20012/368/2001-IR(C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE LOK ADALAT CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2)
AT DHANBAD

Present : Shri Kishori Ram, Presiding Officer,

In the matter of an Industrial Dispute under Section 10 (1)(d) of the I.D. Act, 1947.

Reference No. 289 of 2001

Parties: Employers in relation to the management of Kustore Area of M/s. BCCL and their workman.

APPEARANCES :

On behalf of the workman : None

On behalf of the Employers : None

State: Jharkhand Industry: Coal

Dated, Dhanbad, 26-9-2011

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/368/2001-IR(C-I), dated, the 29th October, 2001.

SCHEDULE

‘Kya Janta Mazdoor Sangh ki Messis Bharat Coking Coal Limited Key Pravandhtantra sey mang ki Kustore Regional Store Mey karyarat karmkar Shri Ishwar Paswan Ko Storemate Shreni 4 Key Pad par niyamt kiya jaye aur shreni, 4 ka vetanman diya jaye nayay evam vidhi ki dristi sey sahi uchhit evam thik hain? yadi han to karmkar kin labhon k paney ka hakdar hain tatha kis tarikh sey?’

2. To-day at Lok Adalat, despite the notices, neither K.N. Singh, the representative of the workman Ishwar Paswan nor Mr. D.K. Verma, the Ld. Authorised Advocate for the management is present.

3. Perused the case record, it stands clear that the Union representative for the workman by filling a petition also under the signature of the workman noted above on 27-1-09 had submitted that as per the Office Order dt. 28-02-09, the workman under Sl. No. 8 had been regularised in Clerical Grade-III with pay protection. So there was not any dispute with the management.

Under the circumstances, I find that since the workman has been promoted in the Clerical Grade-III with pay protection as per the Office Order No. 156 dt. 28-02-09, and thereby he was posted in Kustore Area. Hence, no longer any industrial dispute as claimed exists and accordingly order is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2011

का.आ. 3141.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय धनबाद नं. 2 के पंचाट (संदर्भ संख्या 118/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-20012/144/2003-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th October, 2011

S.O. 3141.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 118/2003) of the Central Government Industrial Tribunal- cum-Labour Court-2, Dhanbad, as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of M/s. BCCL, and their workmen, which was received by the Central Government on 10-10-2011.

[No. L-20012/144/2003-IR(C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE LOK ADALAT AT CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Present : SHRI KISHORI RAM, Presiding Officer,
In the matter of an Industrial Dispute under Section 10
(1)(d) of the I.D. Act, 1947.

Reference No. 118 of 2003

Parties: Employers in relation to the management of
Western Jharia Area of M/s. BCCL and their
workman.

APPEARANCES :

On behalf of the workman	: Shri S. S. Dey, Secretary, KIMP Union.
On behalf of the Employers	: Shri U. K. Dubey, & Shri S. K. Singh, Authorised Representative of the management.

State: Jharkhand Industry : Coal
Dhanbad, Dated, 26th September, 2011

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L- 20012/144/2003-IR (C-I), dated, the 10th November, 2003.

SCHEDULE

“Kya Koyala Ispat Mazdoor Panchayat Ki Bharat Koking Coal Limited Western Jharia Area Key Pravandhtantra sey mang ki Md. Nasir ko 19-1-93 sey Mason key pad par Niyamit Kiya Jake Uchit evan Naya Sangat hain? Yadi hain to Karmkar kis Rahat key Patra hain?”

2. To-day at the Lok Adalat, Shri S.S. Dey, the Secretary, KIMP Union (HMS) with workman Md. Nasir and Mr. U.K. Dubey and Shri S.K. Singh, for the management are present. Mr. Dubey, the representative of the management submits that both the parties have

amicable settled the dispute of regularisation of workman Md. Nasir, PSM Moonidih Project working as Mason who has been regularised with immediate effect as per the BCCL, Project Officer's Office Order dt. 27/29-05-2009. Mr. S. S. Dey, the Secretary of the Union has also conceded to the aforesaid submission of the Representative for the management.

3. Perused the case record. The present reference relates to the demand of the Union for the regularisation of workman Md. Nasir as Mason with effect from 19-1-93. It is also evident from the case record that a petition dt. 22/21-7-08 was filed by Shri R.P. Singh, the then Secretary of the Union addressing to the Project Officer concerned appears to be made to that effect that earlier on 18-7-08 both the parties had discussed the matter of his regularisation, and accordingly as per their discussions over it, the Union had given written consent for accepting his regularisation, and thereafter the aforesaid Office Order was issued by the Project Officer concerned for regularisation, as Mason Category-IV with immediate effect without any notional seniority or monetary benefits ; and accordingly, an Award is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2011

का.आ. 3142.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद नं.-2 के पंचाट (संदर्भ संख्या 27/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-20012/184/2005-आई आर (सी-1)]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th October, 2011

S.O. 3142.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/2006) of the Central Government Industrial Tribunal- cum-Labour Court No. 2 Dhanbad as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 10-10-2011.

[No. L-20012/184/2005-IR (C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE LOK ADALAT AT CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Present : SHRI KISHORI RAM, Presiding Officer,
In the matter of an Industrial Dispute under Section 10
(1)(d) of the I.D. Act, 1947.

Reference No. 27 of 2006

Parties : Employers in relation to the management of E.J. Area of M/s. BCCL and their workman.

APPEARANCES :

On behalf of the workman : None
On behalf of the Employers : Mr. U.N. Lal,
Advocate.

State: Jharkhand Industry: Coal
Dhanbad, Dated, 26th September, 2011

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-20012/184/2005-IR(CM-I), dated, the 1st June, 2006.

SCHEDULE

"Whether the demand of the Jharkhand Mines Lal Jhanda Mazdoor Union from the management of M/s. BCCL, EJ Area that Mrs. Parul Minz may be promoted as Sr. Staff Nurse Grade 'B' justified? If so, what relief is the workman entitled and from what date?"

2. To-day at the Lok Adalat, Mr. Raghunandan Rai, the representative of workman Mrs. Parul Minz is not present. But Mr. U.N. Lal, the Ld. Advocate for the management is present. Mr. Lal, the Ld. Advocate for the management submits that the management has already, on the recommendation of D.P.C. and the approval of the Competent Authority allowed promotion to the workman as per the Office Order No. 7654-7705 dt. 27-12-2007 as also noted in the Written Statement filed on 5-3-08 in behalf of the management; and as such the workman has been given promotion to the post of Senior Staff Nurse in T & S Grade-B; as such no further grievance remains to be fulfilled.

3. Perused the case record. It relates to the demand of the Union concerned from the management for the promotion of aforesaid workman which has already been accepted. Under the circumstances, I find and held that since the reference has been amicably accepted by the management and accordingly as per the Office Order noted above, the workman has been promoted as per his claim. Hence accordingly the Award is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2011

का.आ. 3143.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी.एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारी के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 127/2003) को प्रकाशित

करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-22012/158/2002-आई आर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th October, 2011

S.O. 3143.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.127/2003) of the Central Government Industrial Tribunal- cum- Labour Court, Nagpur as shown in the Annexure, in the Industrial dispute between the management of Durgapur Open Cast Sub Area of WCL, and their workmen, received by the Central Government on 10-10-2011.

[No. L-22012/158/2002-TR(CM-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/127/2003

Date: 30-9-2011

Praty No. 1 : The Sub Area Manager,
Durgapur Open Cast Sub Area of WCL,
PO. Durgapur, Dist. Chandrapur (M.S.)
Chandrapur

Vs

Praty No. 2 : Shri S.R. Pendre, General Secretary,
Lal Bavta Koyla Kamgar Union,
Bhiwapur Ward No. 27, PO : & Distt.
Chandrapur (M.S.)

AWARD

(Dated: 30th September, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri A.A. Reddy, for adjudication, as per letter No. L-22012/158/2002-IR (CM-II) dated 8-5-2003, with the following schedule:-

"Whether the action of the management in relation to Durgapur Open Cast Sub Area of Western Coalfields Ltd. in dismissing Shri A.A. Reddy, Dumper Operator, from services vide office No. WCL/CHA/MGR/DOC/Mining/PER/1346 dated 17-7-1999 is legal and justified? If not, to what relief is the workman entitled?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the union, "Lal Bavta Koyla Kamgar Union" ("the Union" in short) filed the statement of claim on behalf of Shri A.A. Reddy ("the workman" in short) and the management of WCL. ("party no. 1" in short) filed the written statement.

The case of the workman as projected in the statement of claim is that he was working with the party No.1 as a dumper operator since March, 1986 and he was a permanent employee and his service record was clean and excellent and on 22-4-1999, a charge sheet was issued against him by the Manager of Durgapur Open Cast Colliery under clauses 26.3, 26.5, 26.22 and 26.23 of the certified standing orders and he submitted his reply to the charge sheet on 25-4-1999, denying the charges and stating further that the case was an accident which occurred due to bad road condition and the enquiry officer was appointed vide letter No. 311 dated 22-4-1999, from which it can be found that the management was predetermined to impose the punishment against him and one Shri L.V. Raju was appointed as the enquiry officer by the manager of the colliery and in the letter dated 22-4-1999, he was advised by the manager of the colliery Manager to take assistance of a co-worker and the colliery had no right to advise him to take assistance of a co-worker and the same is bad in law and in violation of the principles of natural justice and after conclusion of the enquiry, the enquiry officer submitted his findings and in the enquiry, the complaint filed against him was not produced and no charge sheet was also issued against Shri Narad, the dumper operator No. 129 though he was also involved in the same accident and Narad was produced as a witness by the management and the dismissal order dated 17-7-1999 is in violations of the principles of natural justice and he was dismissed from service, due to discrimination, victimization and unfair labour practice and in the enquiry, relevant documents were not produced and the copy of proceeding of the enquiry was not supplied to him and the action of the management is unjustified and mala fide and the punishment imposed against him is disproportionate and he is entitled for reinstatement in service with continuity and full back wages.

3. It is pleaded by the party no. 1 in its written statement inter-alia that before his dismissal, the workman was working as a dumper operator at Durgapur open cast mine and the workman on 21-4-1999 in the night shift, drove the dumper allotted to him in a rash and negligent manner and dashed the dumper against another stationary dumper, thereby causing heavy damage to the dumper and as such, he was charge sheeted vide charge sheet dated 24-4-1999 and in the charge sheet, full details of the incident were incorporated and the workman was asked to submit his written submission to the charges levelled against him and the workman submitted his explanation on 25-04-1999 denying the charges and stating that the incident was a pure case of accident, but management decided to initiate a departmental enquiry, as the explanation submitted by the workman was considered not to be satisfactory and accordingly, the departmental enquiry was held and all reasonable opportunities were given to the workman to defend himself and the workman participated in the enquiry fully and witnesses were

examined in his presence and the enquiry officer submitted his report on 11-06-1999, holding the workman guilty of the charges and copy of the enquiry report was handed over to the workman vide letter dated 03/04-07-1999 and the workman acknowledged the same and the workman was asked to make representation, if any within 3 days but he did not submit any representation and considering the seriousness of the misconducts and the past records of the workman, which were bad, he was dismissed from services vide order of dismissal dated 17-7-1999 and the dismissal of the services of the workman is on the proved acts of misconduct in a fair and proper enquiry and the punishment imposed against him is not disproportionate and the same is legal and justified and the workman is not entitled for any relief.

4. As this is a case of dismissal of the workman from services, after holding a departmental proceeding, the validity of the departmental proceeding was taken up for consideration as a preliminary issue and by order dated 1-03-2007, the departmental enquiry was held to be valid, legal and proper.

5. It is necessary to mention here that in this case, both the parties have filed written notes of argument, besides the written notes of argument, learned advocate for the management also made oral submission. The workman remained absent on the date of oral argument. Nobody else also appeared on behalf of the workman. Hence, no oral argument was made on behalf of the workman.

6. In the written notes of argument, 'it was submitted on behalf of the workman that the punishment imposed against the workman is not in good faith and in violation of the principles of natural justice, on the grounds that the charge sheet was vague, charge sheet was submitted only against the workman by way of discrimination and no action was taken against Narad, the dumper operator 139 though he was also involved in the accident and it is a case of premeditation by the management and on 22-04-1999 charge sheet was served on the workman and on 22-04-1999 itself, vide letter no. 311 dated 22-04-1999, enquiry officer was appointed to make enquiry, which is prior to the submission of the reply by the workman, in violation of clause 28.1 of the standing orders and the charge sheet authority directed to take assistance of a co-worker of Durgapur open cast, but the same was bad in law and violative of the principles of natural justice, because management has no right to select the co-worker and the enquiry officer also without having any right, by his letter dated 27-04-2011, also directed the workman to take assistance of a co-worker of Durgapur open cast, which is also bad in law and the findings of the enquiry officer are perverse, as the same are not based on evidence on record and the evidence on record does not prove the charges against the workman, as because the evidence of the witnesses examined on behalf of the management is inconsistent and not trustworthy and as such, the

punishment imposed is harsh and disproportionate and the workman is entitled for reinstatement in service with continuity and full back wages.

In support of such contention, reliance is placed on the decision reported in 2000-I-LLJ-267 (Management of Kanoria Industries Ltd. Vs. Bagalkot Cement Company workers union and another).

7. Per contra, it was submitted on behalf of the party no.1 that the union has mainly challenged the fairness of the enquiry and has not challenged the perversity of the findings of the enquiry officer, in the statement of claim and as such, the findings of the enquiry officer be held not to be perverse and the findings of the enquiry officer are based on the evidence on record and he has analyzed the evidence adduced by the parties in detail in a dispassionate and objective manner and come to rational and logical findings and as such, his findings cannot be termed as perverse and the charges against the workman were very serious and as such, the punishment is not disproportionate and the workman had a poor past record and he had been warned five to six times, for more or less of similar types of misconduct and the punishment is not shockingly disproportionate to the charges and is commensurate with the extent of the misconduct.

In support of such contentions, reliance has been placed by party no. 1 on the decisions reported in 1996 LAB IC-462 (B.C. Chaturvedi Vs. Union of India), 2003 LAB IC-757 (Regional Manager UPSRTC, Etawah Vs. Hotilal), 2005 LAB IC-4158 (V. Ramana Vs. APSRTC), 2005 LAB IC-854 (Bharat Forge Co. Ltd. Vs. Uttam Manohar) and 2005 LLR-360 (Mahindra and Mahindra Vs. N.D. Nanavade).

8. Perused the record including the documents of the departmental proceedings and the report of the enquiry officer. Most of the submissions made on behalf of the workman are regarding the fairness of the enquiry. As already mention above, vide order dated 01-03-2007, the departmental enquiry was held to be valid, legal and proper, after taking into consideration about the submissions made by the workman in that regard and as such, there is no scope to reconsider the submissions again.

9. It is well settled by the Hon'ble Apex Court in several judgments including the judgments reported in 1996 LAB IV-462 (Supra), 2003 LAB IC-757 (Supra), 2005 LAB IC-854 (Supra) and 2005 LLR-360 (Supra) that judicial review is not an appeal from a decision but a review of the manner in which the decision is made. Power of judicial review is meant to ensure that the individual receives fair treatment and not to ensure that the conclusion which the authority reaches is necessarily correct in the eye of the court. When an enquiry is conducted on charges of misconduct by a public servant, the Court/Tribunal is concerned to determine whether the enquiry was held by a competent officer or whether rules of natural justice are complied with. Whether the findings or conclusions are based on some evidence, the authority entrusted with the power to hold enquiry has

jurisdiction, power and authority to reach a finding of fact or conclusion. But the finding must be based on some evidence. Neither the technical rules of Evidence Act nor of proof of fact or evidence as defined therein, apply to disciplinary proceeding. Adequacy of evidence or reliability of evidence cannot be permitted to be canvassed before the Court/Tribunal. When the authority accepts the evidence and the conclusion receives support there from, the disciplinary authority is entitled to hold that the delinquent officer is guilty of the charge. The disciplinary authority is the sole judge of facts. Where appeal is presented, the appellate authority has co-extensive power to reappraise the evidence or the nature of punishment. The Court/Tribunal in its power of judicial review doesn't act as appellate authority to reappraise the evidence and to arrive at its own independent findings on the evidence. The Court/Tribunal may interfere where the authority held the proceedings against the delinquent officer in a manner in consistent with the rules or where the conclusion or finding reached by the disciplinary authority is based on no evidence. If the conclusion or finding be such as no reasonable person would have ever reached, the Court/Tribunal may interfere with the conclusion or the finding, and mould the relief so as to make it appropriate to the facts of that case.

10. Keeping in view the principles enunciated by the Hon'ble Apex court as mentioned above, now, the present case at hand is to be considered.

On perusal of the materials on record including the report of the enquiry officer, it is found that the findings of the enquiry officer are based on the evidence adduced by the parties in the departmental enquiry. The enquiry officer has analyzed the evidence properly and has assigned reasons in support of his findings. The findings are not based on any extraneous matters. Hence, it cannot be said that the findings are perverse.

So far the question of punishment is concerned, it is found that the punishment is not shockingly disproportionate to the serious misconducts committed by the workman which has been duly proved against him in a properly held departmental enquiry. As there is no illegality or irregularity in conducting the departmental proceeding and as the punishment of dismissal from service of the workman is not disproportionate to the proved misconduct, there is no scope to interfere with the punishment imposed against the workman. Hence, it is ordered:

ORDER

The action of the management in relation to Durgapur Open Cast Sub Area of Western Coalfields Ltd. in dismissing Shri A.A. Reddy, Dumper Operator, from services vide office no. WCL/CHA/MGR/DOC/Mining/PER/1346 dated 17-07-1999 is legal and justified. The workman is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2011

का.आ. 3144.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर-पूर्व रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 44/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-41011/07/2007-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th October, 2011

S.O. 3144.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of North-Eastern Railway and their workmen, which was received by the Central Government on 10-10-2011.

[No. L-41011/07/2007-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : DR. MANJUNIGAM, Presiding Officer

1.D. No. 44/2007

Ref. No. L-41011/07/2007-IR (B-1) dated : 07.09.2007

BETWEEN

Mahamantri

All India Station Masters Association

C/o Shri Radheshyam Tiwari

107/76, Jawahar Nagar, Kanpur

(Espousing case of Shri Budh Ram)

AND

The Medical Director

Lalit Narain Mishra, Railway Hospital

North Eastern Railway,

Gorakhpur

AWARD

By order No. L-41011/07/2007-IR (B-1) dated : 07-09-2007, the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Mahamantri, All India Station Masters Association, C/o Shri Radheshyam Tiwari, 107/76, Jawahar Nagar, Kanpur (Espousing case of

Shri Budh Ram) and the Medical Director, Lalit Narain Mishra Railway Hospital, North Eastern Railway, Gorakhpur for adjudication.

2. The reference under adjudication is :

"Whether the action of the Management of North Eastern Railway, Gorakhpur, in not promoting Shri Budh Ram, Senior Masalchi to Assistant Cook from the date his junior was promoted, is legal, fair and justified? If not, what relief the workman concerned is entitled?"

3. It is admitted case of the parties that the workman, Budh Ram and other two Ex-Casual Labours viz. Jagdamba Prasad and Moti, were appointed as Substitutes vide order dated 12-10-1988 and the workman joined his services in pursuance thereof w.e.f. 19-10-1988 whereas Jagdamba Prasad joined his services on 1-11-1988. Subsequently, the workman with other two viz Shri Jagdamba Prasad and Moti, was appointed as Mashalchi, having gone through screening and medical test.

4. The workman, Budh Ram has submitted that he was senior to Shri Jagdamba Prasad by virtue of his date of joining, which was 19-10-1988; whereas that of Jagdamba Prasad it was 1-11-1988; and accordingly, he was given financial benefit under ACP Scheme w.e.f. 19-10-2000 whereas Shri Jagdamba Prasad was given said benefit w.e.f. 1-11-2000. It has been alleged by the workman that the management overlooking the seniority of the workman, promoted Shri Jagdamba Prasad, who was junior to him, on the post of Assistant Cook. Accordingly, the workman has prayed that the management be directed to promote the workman on the post of Assistant Cook and he be given salary equal to his junior Shri Jagdamba Prasad.

5. The management in its written statement has submitted that the name of Shri Jagdamba Prasad finds its place at serial No.1 in the order dated 12-10-1988; whereas that of workman, Budh Ram at serial No.2 meaning thereby Shri Jagdamba Prasad was senior to the workman; accordingly, he cannot claim parity with Shri Jagdamba Prasad Pandey. Thus, the management of the NER has prayed that the claim of the workman be rejected out rightly without any relief to the workman.

6. The workman has filed rejoinder whereby it has only reiterated his averments in the statement of claim and has not introduced any new fact.

7. The workman has filed photocopies of certain documents, particularly, office order dated 12-10-88 appointing workman as Substitute, order dated 20-6-2011 giving benefit of ACP Scheme to the workman and 12 others. On the contrary the management has relied on order dated 12-10-88. The workman has examined itself in support of his averments made in the statement of claim and was cross-examined by the opposite party. The management on the other hand filed affidavit of Shri B.K. Chaudhary, Assistant Pharmacy Officer in support of their

case and was cross-examined by the representative of the workman. The parties forwarded its oral submission in support of their respective claim.

8. Heard representative of the parties and perused evidence on the record.

9. The learned representative on behalf of the management has contended that name of the workman finds place at serial No. 2 in the list issued by Assistant Divisional Medical Officer vide its office order dated 12-10-88; whereas the name of Shri Jagdamba Prasad is at serial No.1; accordingly the workman was considered junior to Shri Jagdamba Prasad. Further, it has argued that the benefits of ACP Scheme is given after completion of 12 years; and accordingly, the workman was given benefits of the same after adding 13 years in the date of appointment; but, seniority is decided on the basis of Panel of appointment and as per panel's office order No EII/227/2 (Pt-III) dated 12-10-88, Shri Jagdamba Prasad is senior to the workman, hence he shall always be considered senior.

10. The workman Bud Ram has examined himself as witness in support of this claim and has stated on oath that he joined on 19-10-1988 in pursuance to order dated 12-10-88; whereas Shri Jagdamba Prasad joined on 1-11-1988; and accordingly, Jagdamba Prasad is junior to him. Further, he has stated that he was given benefits of ACP Scheme w.e.f. 19-10-2000; whereas Shri Jagdamba Prasad was given said benefits w.e.f. 1-11-2000. He has also stated that the post of Assistant Cook was to be filled on the basis of seniority; and accordingly he was to be promoted; but the management promoted Shri Jagdamba Prasad on the said post who was junior to him. In cross-examination, the workman has stated that according to him he worked for more days as casual labour than Jagdamba Prasad worked.

11. On the contrary the management of the railways has filed affidavit of Shri B.K. Chaudhary, Assistant Pharmacy Officer, who has stated on oath that name of the workman finds its reference at serial No. 2 whereas that of Shri Jagdamba Prasad at serial No.1 in the office order dated 12-10-1988, meaning thereby the workman was junior to Shri Jagdamba Prasad. He has further stated that benefits of ACP Scheme is provided after completion of 12 years i.e. by adding 12 years in the date of appointment; but seniority is decided on the basis of the panel of their appointment, and as per panel's office order dated 12-10-88 Shri Jagdamba Prasad is senior to the workman, hence he shall always be considered senior. As such, the workman cannot claim parity of pay with Jagdamba Prasad.

12. The management moved an application dated 13-9-2010 for filing additional evidence/document and on leave of the Tribunal it filed affidavit of Shri K. Chaudhary dated 11-10-2010; wherein he has stated that as per the service records the workman had worked for 1404 days while Shri Jagdamba Prasad had worked for 1546 days,

which is evident from letter dated 16/19-9-88; and accordingly, the name of workman finds place at No.2 in letter dated 29-8-88 while that of Shri Jagdamba Prasad Pandey at serial No.1 in that list, meaning thereby the workman is junior to Shri Jagdamba Pandey.

The management witness, Shri B.K. Chaudhary was cross-examined by the authorized representative of the workman; wherein he has stated that the workman was casual labour in engineering wing and no benefit of working days as casual labour is admissible. He has further admitted that all departments in railways have their independent seniority and seniority of one wing is not counted in other and panel seniority is basis of seniority. He also admitted that promotion on the post of Assistant Mashalchi is made on the basis of seniority.

13. In the light of the aforesaid rival statements of both the sides I have scanned the documents produced by the workman. The workman has relied on office order dated 12-10-1988; whereby he and two other including one Jagdamba Prasad were appointed as substitute vide order dated 12-10-1988; and in response thereto the workman joined on 19-10-88 whereas Jagdamba Prasad joined on 1-11-88. The workman has also relied on order dated 20-6-2001 through which he was given benefits of ACP Scheme w.e.f. 19-10-2000 whereas Jagdamba Prasad was given ACP on 1-11-2000. There is no mention of seniority in order dated 12-10-88 whereas in order dated 20-6-2001 it is mentioned that it is for the ACP purposes only and shall not be counted for any seniority purposes.

14. The management on the other hand relied on order dated 12-10-88 and has contended that name of Jagdamba Prasad finds place at serial No.1; whereas that of workman at serial No.2, this shows that Jagdamba Prasad was senior to the workman and accordingly, he was given promotion to the post of Assistant Cook. In support of its contention, the management witness in para 2 & 3 of its affidavit dated 11-10-2010 has very specifically stated that as per service records the workman had worked for 1404 days while Jagdamba Prasad had worked for 1546 days; and accordingly the name of the workman find place at No.2 in the office order dated 29-8-88.

15. Admittedly, the workman and Jagdamba Prasad, Ex-Casual workmen were appointed as substitutes vide office order dated 12-10-88; and both of them joined their services, in pursuance thereto, on 19-10-88 and 1-11-2000 respectively. In the said office order it was mentioned that their absorption will be subject to their being found suitable by the Screening Committee. The workman has contended that he was senior to Jagdamba Prasad on the basis of his joining earlier to Jagdamba Prasad and that he was given ACP prior to Jagdamba. The management, on the contrary, has contended that Jagdamba Prasad was senior to the workman on the basis on working days as Casual Worker and has relied on list of working days filed with its affidavit; but its witness, in his cross-examination, has stated that

the workman was casual labour in engineering wing and no benefit of working days as casual labour is admissible and this rule is good in respect of Jagdamba Prasad as well. Further, the management has relied on Railway Board's letter dated 1-6-81 regarding Casual Labour provide that the casual labour are given temporary status, after completion of 120 days' continuous services, and their service, prior to the date of completion of 120 days continuous service will not, whatsoever, count for any purpose like reckoning of retirement benefits, seniority etc.

Thus, it comes out that the stand taken by the management that Jagdamba Prasad was senior to the workman on the basis of number of working days as casual labour has no merit.

16. Per contra, the submission of the workman that he is senior to Jagdamba Prasad on the basis of his earlier joining and grant of ACP earlier than Jagdamba Prasad has been challenged by the management. The claim of the workman that he has been given ACP w.e.f. 19-10-2000 whereas Jagdamba Prasad on 1-11-2000 itself shows that he is senior to Jagdamba Prasad. As regards claim of the workman regarding his seniority on the basis of his joining, though the management has challenged it, but has failed to prove through cogent evidence or rule that workman was junior to Jagdamba Prasad and the working days rendered by a casual labour are counted for the purposes of seniority. The stand taken by the management that seniority in the Railways be considered by working days of casual labour is not supported by evidence. The management failed to show any such rule that provides that while reckoning the seniority of a casual labour his working days are counted on the contrary its own witness has stated that no benefit could be given for work done as casual labour, which is totally against the contentions of the management.

17. It is settled law that a person joining earlier is treated senior to the person joining later and in present case the onus shifted on the management in view of its contention that date of joining is immaterial in instant case; and accordingly, the management was required to show under rules this general law could not be appreciated in present case, but it failed to do so, rather the evidence led by it goes contrary to its stand.

18. Accordingly, as discussed above, I am of the opinion that in absence of any acceptable proof or rule from management that working days rendered by a casual labour is counted for the purposes of seniority, the claim of the workman, Budh Ram that he is senior to Jagdamba Prasad as he joined earlier to him; and accordingly, the action of the management of the North Eastern Railway, Gorakhpur, in not promoting the workman to Assistant Cook from the date his Junior, Jagdamba Prasad was promoted is illegal, unfair and unjustified and the workman, Budh Ram is entitled to be promoted from the date his

junior was promoted to the of Assistant Cook with consequential benefits.

19. Award as above.

Lucknow

21-9-2011.

Dr. MANJUNIGAM, Presiding Officer
नई दिल्ली, 10 अक्टूबर, 2011

का.आ. 3145.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं. 2 के पंचाट (संदर्भ संख्या 40/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-20012/179/2005-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th October, 2011

S.O. 3145.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2006) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL, and their workman, which was received by the Central Government on 10-10-2011.

[No. L-20012/179/2005-IR (C-I)]

D. S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE LOK ADALAT AT CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, NO. 2, DHANBAD

PRESENT : SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947

Reference No. 40 of 2006

PARTIES : Employers in relation to the management
of Sudamdih Incline Mine of M/s. BCCL
and their workman.

APPEARANCES :

On behalf of the workman : None
On behalf of the employers : Mr. U. N. Lal, Advocate
State : Jharkhand Industry : Coal

Dated, Dhanbad, the 26th Sept. 2011

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following

dispute to this Tribunal for adjudication vide their order No. L-20012/179/2005-(IR(CM-I) dated 12-6-2006.

SCHEDULE

"Whether the demand of the JMLJMU from the management of BCCL Sudamdih Colliery that Sh. Sanjivan Bhuia be regularised as Trammer justified? If so, to what relief is the workman entitled and from what date?"

2. To-day, at the Lok Adalat Mr. Raghunandan Rai, the representative of the workman Sanjivan Bhuia is absent, but Mr. U.N. Lal, the Ld. Advocate for the management is present. Mr. Lal, the Ld. Advocate for the management submits that since as per the petition along with the photo copy of the Office Order No. OGM: PER:EJA: PREM: PR to TR: 06 1610-1700 dt. 04 Jan-2006-10-2 filed on behalf of the Union representative for the workman that the workman has been regularised as Trammer in Cat. III under Sl. No. 50, for which he has brought the reference for adjudication, so there is no longer any dispute to be adjudication. Under the circumstances the Award is passed in view of the settlement by the management.

KISHORI RAM, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2011

का.आ. 3146. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/भ्रम न्यायालय धनबाद नं. 1 के पंचाट (संदर्भ संख्या 86/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-20012/531/2000-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th October, 2011

S.O. 3146.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 86/2001) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL, and their workmen, which was received by the Central Government on 10-10-2011.

[No. L-20012/531/2000-IR (C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, DHANBAD

In the matter of a reference under Section 10(1)(d)(2A) of the Industrial Disputes Act, 1947

Reference No. 86 of 2001

Parties : Employers in relation to the management
M/s. Bharat Cooking Coal Ltd.

AND

Their workmen

Present : Shri H.M. Singh Presiding Officer

APPEARANCES:

For the Employers : Shri H. Nath, Advocate
For the workman : Shri Ram Ratan Ram,
Jt. General Secretary,
Bahujan Mazdoor Union.
State : Jharkhand Industry : Coal

Dated, the 28th Sept. 2011

AWARD

By Order No. L-20012/531/2000-(C-I) dated 22/26-3-2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-sec. (2A) of Section 10 of the I.D. Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of M/s. BCCL, in not providing employment to Sri Kuldip Bhuia the dependent son of Late Saro Bhuini, Ex-Wagon Loader of ROCP/South Jharia under Kustore Area No. VIII as per provision 9 : 3 : 2 of NCWA-V is justified, legal and proper? If not, to what relief Sri Kuldip Bhuia is entitled?"

2. The case of the concerned workman, Late Saro Bhuini was a permanent female workman in R.O.C.P. South Jharia under Kustore Area of M/s. BCCL. She died on 15-9-1994 while she was in service. Kuldip Bhuia, the eldest son of Late Saro Bhuini, claimed to get employment in place of his deceased mother as per provision of NCWA-IV under Cl. 9.3.2. Kuldip Bhuia submitted the documents on 31-5-95 regarding his employment when his age was 18 years. Kuldip Bhuia fulfilled all his criteria for employment, but the management illegally regretted his application for providing employment on 17/20-2-99 without any reason. Thereafter, an industrial dispute was raised and ultimately the Ministry of Labour, Govt. of India, referred the dispute for adjudication to this Tribunal. The action of the Management in not providing employment to Kuldip Bhuia, the dependent son of Late Saro Bhuini, as per provision of NCWA is not justified and Kuldip Bhuia is entitled to get employment in place of his deceased mother.

It has been prayed that this Hon'ble Tribunal be pleased to pass an award in favour of the dependent son of Late Saro Bhuini as per Cl. 9.3.2 of NCWA.

3. The case of the management is that Smt. Saro Bhuini was an employee of R.O.C.P., South Jharia under Kustore Area of M/s. BCCL and was designated as a Wagon Loader. She died on 15-9-94. Kuldip Bhuia the son

of Late Saro Bhuini, applied for employment in place of his deceased mother. On examination of the claim for employment and the concerned documents in respect of Kuldip Bhuia, it was found that he was below the age of 15 years at the time of death of Late Saro Bhuini and no adult dependent claimed employment in due time. Hence, the application for employment was rejected by the management vide letter dated 19-3-99.

In rejoined to the written statement of the workman, the management has stated almost same fact that it has rightly rejected the claim of the applicant for employment as he was below the age of 15 years at the time of death of Smt. Saro Bhuini.

It has been prayed that this Hon'ble Tribunal be pleased to hold that the action of the management in not providing employment to Kuldip Bhuia, the dependent son of Late Saro Bhuini is justified and Kuldip Bhuia is not entitled to any relief.

4. In rejoinder to the written statement of the management, the workman has stated almost same things as have been stated in the written statement.

5. The management produced MW-1, Hare Krishna Choudhary, who has proved documents as Exts. M-1 to M-7.

Kuldip Bhuia examined himself as WW-1 who has proved documents as Ext. W-1 to W-3.

6. Main argument advanced on behalf of the dependent son, of Late Saro Bhuini, that the management is not giving employment to the dependent son, Kuldip Bhuia, on compassionate ground on the death of his mother late Saro Bhuini who died on 15-9-94 and his name finds place in the service excerpt of his mother.

The management argued that he was under-age at the time of death of his mother, so no employment can be given.

In this respect the workman argued that he had filed School Leaving Certificate which shows his date of birth as 15-7-77 and his age was 18 years when he submitted papers for employment on 31-5-95. But the management has illegally denied to give employment to the son of Late Saro Bhuini only on the ground because he was under-age. The management should have followed and adopted the date of birth which is shown in the school leaving certificate and not service excerpt given by his mother, who was illiterate and given only thumb impression and unable to read wrong age of the concerned workman because that has been filled in English which she is not able to know what has been written.

In this respect management's witness MW-1 is very much importanting the case of the concerned workman, MW-1 in his cross-examination stated that Late Saro Bhuini was a permanent employee of the management. It is true that on compassionate ground employment is provided to a dependent of the deceased employee. I do not know

whether the said dependent alongwith his application for employment had supplied his school leaving certificate or not. I have not seen the school leaving certificate of the said dependent and so I cannot say as to what is his date of birth mentioned therein. So, it shows that the management's witness has got no knowledge whether the concerned workman has produced school leaving certificate for employment. Moreover, the argument on behalf of the management is that he has applied belated stage which cannot accepted because there is limit for giving appointment on compassionate ground.

7. In this respect on behalf of the workmen 2005(2) JLJR (SC) 129 has been referred in which it has been held by Hon'ble Supreme Court that school records have more probative value than a horoscope regarding date of birth. Another law referred in Umesh Chandra Vs. State of Rajasthan reported in 1982(2) SCC 202 in which Hon'ble Supreme Court held that entries in the school register and admission form regarding date of birth constitute good proof of age.

8. Considering the above law laid down by the Hon'ble Supreme Court, it shows that the management has illegally not believing the school certificate of the concerned workman and they have denied employment on the assumption that the dependent son of Late Saro Bhuini is under-age.

9. Accordingly, I hold that the action of the management of M/s. BCCL in not providing employment to Kuldip Bhuia, the dependent son of Late Saro Bhuini Ex-Wagon Leader of RCCP/South Jharia under Kustore Area No. VIII as per provision 9:3:2 of NCWA-V is not justified. So, the management is directed to provide employment to Kuldip Bhuia, the dependent son of Late Saro Bhuini, within 30 days from the date of publication of the award.

This is my award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 10 अक्टूबर, 2011

का.आ. 3147, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं. 1 के पंचाट (संदर्भ संख्या 78/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-20012/580/2000-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 10th October, 2011

S.O. 3147.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 78/2001) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure, in the

Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L., and their workmen, which was received by the Central Government on 10-10-2011.

[No. L-20012/580/2000-IR (C-I)]

D.S.S. SRIVINASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NO. 1, DHANBAD

In the matter of an Industrial Dispute under Section
10(1)(d)(2A) of I.D. Act,

REFERENCE NO. 78 OF 2001

Parties : Employers in relation to the management
M/s. B.C.C. Ltd.

AND

Their workmen.

Present : Shri H.M. Singh Presiding Officer

Appearances :

For the Employers : Shri H. Nath, Advocate

For the workman : Shri S.C. Gour, Advocate

State : Jharkhand Industry : Coal.

Dated, the 29th Sept. 2011

AWARD

By Order No. L-20012/580/2000-(C.I) dated 16-3-2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-sec. (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of M/s. BCCL, in not providing employment to Sri Raju Hari on compassionate ground, under 9 : 3 : 2 of NCWA-V, on the death of Late Janki Hari, Ex-Sweeper of Moonidih Project is legal, justified and proper? If not, to what relief is the said dependent entitled?"

2. The case of the concerned workman, Late Janki Hari was a permanent employee of Moonidih Project/Mine of M/s. BCCL and had put in unblemished record of service. During service period Janaki Hari died on 24-11-86 in Central Hospital, Dhanbad, leaving behind him, his two sons and widow, namely, Sheoo Balak Hari, Raju Hari and Smt. Sugia Hari respectively. The second son, Raju Hari, seeking employment under clause 9 : 3 : 2 of NCWA was a minor at that time of death of his father. It was intimated to the management that the moment Raju Hari would attain 18 years age, application for employment with full details, will be filed. After attaining 18 years, the application with B.D.O./Mukhia certificate etc. with no objection from his mother

and elder brother, was filed before the management. The management after being satisfied about the genuity and bonafide for employment referred the claimant to their own Medical Board in the year 1998. Ultimately, the management of Moonidih Area of M/s. BCCL vide their letter dated 17/18-9-98 regretted employment to Raju Hari. The claimant through his union raised an industrial dispute before the A.L.C. (C), Dhanbad, which ended in failure, resulting to the present dispute before the Tribunal for adjudication. It has been submitted that the applicant/workman is entitled for employment in place of his father, who was in employment and died while in service, from June, 1998 i.e. after 30 days of Medical examination etc., with full back wages.

It has been prayed that the Hon'ble Tribunal be pleased to pass an award in favour of the workman.

3. The case of the management is that Late Janki Hari was employed at Moonidih Project and he died on 24-11-86. Raju Hari applied for employment in place of his father on 1-8-95, while his father died in 1986. The Screening Committee had directed Raju Hari to appear on 16-8-95, but he did not appear. Management requested Smt. Sugia Devi wife of Late Janki Hari to Submit death certificate, other documents along with reasons for delay. Raju Hari filed necessary documents before the management on 1-8-95. The Screening Committee after going through the papers directed Raju Hari for medical examination. After the receipt of the medical report, the same alongwith the file was sent to the General Manager (Personnel), Koyla Bhawan, rejected the application for employment of Raju Hari. After from the facts of the case, the claiming for employment after about 9 years after the death of his father makes the demand for employment of Raju Hari in place of his father, a stale demand, which is not maintainable in view of the various decisions of the Hon'ble Supreme Court and High Courts.

It has been prayed that this Hon'ble Tribunal be pleased to pass an award holding that the action of the management of BCCL in not providing employment to Raju Hari on compassionate ground under 9-3-2 of NCWA-V on the death of Late Janki Hari is legal and justified.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management has produced MW-1, N.K. Jha, who has proved documents as Exts. M-1 to M-8.

The concerned applicant has produced himself as WW-1 (Raju Hari) and has proved documents as Exts. W-1 to W-3.

6. Main argument advanced on behalf of the claimant that his father was working as a sweeper as permanent workmen are died on 24-11-1986. At the time of his death he was only 9 years. After the death of his father he had submitted an application for employment in place of his

deceased father dated 1-8-95, Ext. M-1. He was asked to appear before Medical Board which is Ext. W-1: He was sent to Loyabed Hospital for X-ray as per Ext. W-2. But as per Ext. W-3 his application for employment was regretted by the management.

7. Main argument advanced on behalf of the management is that the father of the claimant, Raju Hari, died on 24-11-86 and he applied for providing employment in the year 1995, so his employment cannot be considered.

In this respect the representative on behalf of the claimant argued that there is no time limit as per NCWA for appointment on compassionate ground. Moreover, at the time of death of his father, he was only 9 years. After becoming majority he submitted application on 1-8-95. It shows that the management's action was not justified. Moreover, MW-1 in his cross-examination stated that Janki Hari was the permanent employee. Raju Hari for the purpose of his employment was medically examined also. I do not remember whether any such office order has been filed in this case or not showing formation of the Screening Committee, or its constitution. It is true that G.M., Moonidih Area had recommended for the appointment of Raju Hari. In the letter (Ext. M-7) sent to G.M. Moonidih Area no reason has been disclosed for regret of appointment of Raju Hari. In that letter no reason has been furnished. It is true that Raju Hari had claimed appointment as per the provisions of NCWA-V. It is true under NCWA there is no time limit given for offering employment on compassionate ground. This statement of the management shows that the management has illegally given letter of regret for not giving appointment on compassionate ground for job of sweeper though the management admitted that when his father died he was only 9 years old. As per Ext. W-3 Raju Hari was informed that Headquarter, Koyla Bhawan, has regretted his appointment. In this letter no reason was disclosed for regretting his application for appointment, when he had given application for employment he was ordered to appear before Medical Board with complete other documents.

8. Considering the above facts and circumstances. I hold that the action of the management of M/s. BCCL in not providing employment to Raju Hari on compassionate ground, under 9 : 3 : 2 of N.C.W.A.-V, on the death of Late Janaki Hari, ex-Sweeper of Moonidih Project, is not legal and justified. So, the management is directed to give employment to Raju Hari, son of Late Janaki Hari, within 30 days from the date of publication of the award.

This is my award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2011

का.आ. 3148.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 21/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2011 को प्राप्त हुआ था।

[सं. एल-12011/26/2010-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th October, 2011

S.O. 3148.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 11-10-2011.

[No. L-12011/26/2010-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present : Shri J. Srivastava, Presiding Officer,
C.G.I.T.-cum-Labour Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE No. 21/2010

Date of Passing Order - 26th August, 2011

- Between :
- (1) The Branch Manager,
Bank of Maharashtra, Cuttack
Branch, Buxi Bazar, Orissa,
Cuttack-753 001,
 - (2) The Chief Manager,
Bank of Maharashtra,
Human Resources,
Management Department,
Central Office, Lokmangal, 1501,
Shivajinagar, Pune - 05.
 - (3) The Assistant General Manager,
Bank of Maharashtra, Kolkata Region,
3-NS Road, Kolkata, Kolkata -1

... 1st Party-Managements.

And

The Unit Secretary, Bank of Maharashtra
Employees Union,
C/o. Bank of Maharashtra, Cuttack Branch,
Buxi Bazar, Cuttack-753 001.

... 2nd Party-Union.

APPEARANCES :

- | | |
|---|-----------------------------------|
| Shri Sambhunath Majhi,
Admn. Officer. | For the 1st Party
—Management. |
| Prasant Kumar Rout,
General Secretary. | For the 2nd Party
—Union. |

ORDER

The Government of India in the Ministry of Labour has referred the following industrial dispute vide their letter No. L-12011/26/2010-IR (B-II), dated 26-11-2010.

"Whether the demand of the Union to promote Shri Anjan Kumar Nayak, Part Time Sweeper (PTS), Cuttack Branch, to the post of full time sub-staff on regional seniority basis, in the post created by the central office, is legal and or justified? What relief the Union is entitled to?"

2. The 2nd Party-Union filed statement of claim asserting its case. The 1st Party-Management No. 1 to 3 did not file any written statement, but in the meantime the dispute was settled amicably out of the court by the parties and they have filed memorandum of settlement in Form-H with offer letter which was duly accepted by the aggrieved party. As such the case is liable to be decided in terms of the compromise.

3. As the aggrieved party i.e. the disputant-workman as per offer letter of the 1st Party-Management has joined duties, there remains no dispute to be adjudicated upon. The case is decided as no dispute case. The memorandum of settlement along with offer letter shall form part of this order.

**J. SRIVASTAVA, Presiding Officer
FORM-H**

(SEE RULE 58)

Form for Memorandum of Settlement

Name of the Parties:

Representing Management	Branch Manager, Bhubaneswar Branch (1st Party)
Representing Workmen	Bank of Maharashtra Employee's Union (2nd Party)

Short Recital of the case :

The 2nd Party filed a case against the 1st Party on behalf of the aggrieved, Sri Anjan Kumar Nayak for being purportedly superseded at the time of promotion from PTS (part-time sub staff) to Substaff.

The Schedule :

Vide ID case No. 21/2010

Terms of Settlement :

As per Offer Letter # AX1/STAFF/SS/5649/2011
Dt. 17-8-2011 as enclosed duly accepted the aggrieved.

Witnesses : **Signature of Parties**

1. Sd/- Anjan Kumar Nayak
2. Sd/- Asstt. Secy. BOMEU
3. Kolkata

Sd/-
Branch Manager
1st Party (Management)
Unit Secy. BOMEU
2nd Party (Workmen)

नई दिल्ली, 11 अक्टूबर, 2011

क्र.आ. 3149.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 37/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2011 को प्राप्त हुआ था।

[सं. एल-12011/5/2009-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th October, 2011

S.O. 3149.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 37/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of Central Bank of India and their workmen, received by the Central Government on 11-10-2011.

[No. L-12011/5/2009-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHENNAI**

Tuesday, the 27th September, 2011

Present : A. N. JANARDANAN, Presiding Officer

INDUSTRIAL DISPUTE No. 37/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Central Bank of India and their Workmen)

BETWEEN

The General Secretary ... 1st Party/Petitioner Union
Central Bank of India,
Employees Union 11,
2nd Line Beach
Chennai-600001
Vs.

The General Manager ... 2nd Party/Respondent
Central Bank of India
Regional Office,
Post Box No. 377
Raheja Complex, 3rd Floor,
No. 69, Anna Salai Chennai-600002

APPEARANCE:

For the 1st Party/Petitioner Union— M/s. K.M. Ramesh,
Advocates

For the 2nd Party/Management— M/s. T.S. Gopalan &
Co., Advocates.

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12011/5/2009-IR (B-II) dated 25-03-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the Management of Central Bank of India to withdraw the allowance being paid to their five scooter man/driver-cum-peons, viz. S/Sri R. Gopinathan, K. Ramachandran, A. Prakasam, N. Gopal and E. Kannadasan for their functional duty w. e.f. 24-8-2008 is legal, fair and justified? What relief the workmen represented by the Central Bank of India Employees' Union are entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 37/2009 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their Claim and Counter and Rejoinder Statement as the case may be.

3. The Claim Statement contentions briefly read as follows:

S/Sri R. Gopinathan, K. Ramachandran, A. Prakasam, N. Gopalan and E. Kannadasan had been working as Drivers since long. They were paid the Driver's Special Pay of Rs. 1,320 they have been posted as a Scooter/Driver-cum-Peon at Non-Banking Office after due process of selection and were in receipt of Special Pay payable to Drivers as per the Bipartite Settlement. All on a sudden Regional Office issued notices under Section-9A of the ID Act to the Driver employee to withdraw their Driver Special Pay without any reason or discussion. Dispute was raised which ended in a failure report upon which the reference is occasioned. In order to cater to collection and delivery of clearing cheques from the bank branches in Chennai city to and from Reserve Bank of India, Respondent/Bank had drawn Sub-Staff employees who are Drivers at the branches and entrusted them with the work of during scooter/motorcycle to collect the cheques from the branches of the Respondent/Bank. The Respondent/Management has filled the post of Drivers for collection of cheques and invited Sub-Staff making it known to them that the posting of Drivers would be in terms of Charter-S-7 of Promotion Policy Agreement (PPA) for Award Staff for selection. The workmen herein were thus selected and posted as Drivers. They have been discharging duties as Drivers and drawing Driver Special Pay of Rs. 1,320 without any hindrance. Issuance of notice under Section-9A and consequent withdrawal of Driver's Special Pay on the Sub-Staff employees availed under this dispute is unfair labour practice. Subsequent to the reference R. Gopinathan has been continued to be employed paying Driver Allowance. His case is now not contested. Same is

the case with E. Kannadasan who joined another Union. There is gross discrimination against the remaining 3 workmen. They have been working as Scooterman/Drivers for over 16 years. If clearing of cheques is decided to be handed over to courier service the concerned workmen should have been offered permanent Driver post instead of recruiting from outside, which is arbitrary. Hence the Driver's Special Allowance is to be ordered to be restored.

4. Counter Statement allegations briefly read as follows :

Allowances are paid to Award Staff in terms of the Awards and Settlements. When once a particular Award Staff is relieved of his obligation to work as Driver Special Allowance would also cease. No Award Staff can demand allotment of particular job to earn Special Allowance. Change in the nature of or withdrawal of Special allowance can be done without notice under Section-9A because such changes are pursuant to the Awards or Settlements. Under a novel idea to facilitate convenience the Chennai Region, way back in 1985 to send Subordinate Staff of NBO by Scooter to various branches for collection of outward cheques and delivery of inward cheques to each branch in the city. Five Scooters were purchased and 5 staff members possessing Driving License were deployed as Scooterman to be positioned in NBO, Chennai. While Gopinathan was appointed as Driver-cum-Peon remaining Sub-Staff were only peons before posting as Scootermen. As Scootermen Rs. 1,320 per month was paid as Special Allowance. There were complaints of dislocation of work for various reasons and the system was not working elsewhere. Other nationalized banks in the region were found to have resorted to outsourcing for the matter which showed better efficiency at the same time rendering the cost cheap. This outsourcing was thought of by the Management in 2006 and 2008. By way of abundant caution Section-9A notice was issued though it was not necessary as per Award and Settlement proposing change from 24-8-2008, change was given effective from 09-01-2009 and the Sub-Staff members were relieved as Scooterman. Gopinathan continues to received Special Pay of Rs. 1,320 since his appointment was as Peon-cum-Driver. Since some dispute is pending concerning Kannadasan his allowance could not be discontinued. Special Pay of 3 others were discontinued from 9-1-2009. The Scooters were also disposed of. There is no scope for interference. The changes are routine affairs and being done in terms of Awards and Settlements not attracting Section 9A. There is no scope for discussion and negotiation on this issue. The Scooters have become beyond repairs. Outsourcing system is not illegal or not unethical. There is no reduction of manpower resulted by the change. It is a better system of arranging bank's affairs and not aimed at causing any prejudice to the workman. It is not unfair labour practice. There is no discrimination since Special Allowance to E. Kannadasan is for a different reason. Nature of duties done by them has become redundant. Hence functional

allowance is withdrawn. The claim is to be rejected.

5. Rejoinder contentions in a nutshell are as follows:

Work allocation of Special Allowance carrying post is based on the terms of the PPA Settlement which is still subsisting. Legally binding terms of settlement based on which selection to such posts is made provide for scheme of allocation of work. The selection is not based on exigencies. Such posts are permanent and the Drivers are paid allowance even during leave. The Sub-Staff were selected as Scooterman on permanent basis as per seniority and eligibility. In Bipartite Settlement discussion it has been assured that outsourcing could be amicably resolved and till that outsourcing of permanent job is not to be resorted to. Section-9A of the ID Act is attracted since the change would affect the employees. In a similar dispute by another Union the allowance is continued to be paid with differential treatment to the workmen herein showing double standard amounting to unfair labour practice. In terms of PPA subsisting and legally binding between the parties the Scooterman in Sub-Staff are designated as Drivers with special allowance of Rs. 1,320 paid on permanent basis irrespective of whether they ride motorcycle or not. The action of the Management is colourable exercise of power.

6. Points for consideration are :

(i) Whether the withdrawal of the Special Allowance to Scooterman/Driver-cum-Peons viz. S/Sri K. Ramachandran,

A. Prakasam and N. Gopal for their functional duty w.e.f. 24-8-2008 is legal, fair and justified?

(ii) To what relief the concerned workmen are entitled?

7. Evidence consists of the oral evidence of WW1 and Ex.W1 to Ex.W18 on the petitioner's side and oral evidence of MW1 and Ex.M1 to Ex.M 8 on the Respondent's side.

Points (i) & (ii)

8. Heard both sides. Perused the records, documents and evidence. The learned counsel on either side keenly argued in support of their respective contentions. The withdrawal of allowances to Scootermen/Driver-cum-Peons all on a sudden without notice wider Section-9A of the ID Act is assailed as illegal and unjustified.

9. According to the respondent's learned counsel as per the Para-5.289 of Desai Award only if a workman is put on charge and he works on that post special allowance is to be given. Section-9A notice is not needed when the change is under a settlement or award which change is provided under Desai Award. Still 9A notice was given in the case on hand and that was only as a matter of abundant caution. Since the workmen wanted to continue the system which has not been proved to be beneficial the dispute has been raised. When a Sub-Staff is appointed as Driver-cum-Peon he is given Special Allowance as is being continued to be paid to R. Gopinathan who was initially

appointed as such whereas the case of the others except E. Kannadasan is different. Kannadasan gets the Special Allowance since a case is pending. There is no discrimination against any workmen. It is not correct to say that if there is no work done in a special allowance carrying post by a workman the allowance should be given. Reliance was placed on the decision of the Supreme Court in STATE BANK OF BIKANER AND JAIPUR VS. KHANDELWAL (R.L.) (1968-1-LLJ-589) wherein it is held "the special allowances payable to persons doing supervisory work or work which was described by the Sastri Award as requiring special qualifications or skill for the efficient discharge of duties were laid down in Para. 164 of the award. In Para. 168 mention was made of certain categories described in various banks by such terms as junior assistants and senior assistants and classified by some banks as officers. It was held that the terms do not, by themselves, indicate the nature of the work entrusted to them. Irrespective of their designation, in so far as their work falls under clerical work, though of a higher type, as explained by the tribunal in the discussion relating to categories of workmen, they must also be entitled to the scales of pay, minimum special allowance, etc. which were prescribed for the appropriate kind of work during such periods as they were in charge of that kind of work. It was further noted that it was not possible to give a more precise or detailed direction in this matter; and the tribunal ended this paragraph by standing that they trusted that the banks will act in the true spirit of these directions. It appears that it was in the light of these directions that the respondent was given supervisory allowance after 14th March 1955 when, as we have mentioned earlier he was authorized to pass cheques or debit vouchers. The case of the appellant that, was w.e.f. 3rd February 1956, the respondent ceased to be entrusted with this work and was doing the work of an ordinary routine clerk, so that he was no longer entitled thereafter to the special allowance as laid down by the Sastri Award in the paragraphs mentioned above. It appears to us that this plea put forward on behalf of the appellant must be accepted'.

10. I do not find any force in the contentions on behalf of the petitioner. As argued by the Respondent the deployment of subordinate staff as Scootermen for collection and delivery of cheques in the city discernibly arose under a novel idea to facilitate convenience and speedy clearance of cheques. Again the said system was switched over by its discontinuing due to the system having not worked with the required efficacy. There had arisen various complaints of dislocation of work for different reasons. The said system was also not working elsewhere. In other nationalized banks there was recourse to outsourcing which was with better efficacy. The Management also thought of adopting the outsourcing, though not introduced, which could be decided by an amicable settlement as agreed between the Management and the Labour Unions. It is only finding the system not

workable with efficiency as well as being a costly affair contra to the expectation, when the same was once envisaged and implemented the same was thought of being discontinued. Both the changes, one firstly bringing about the system and the other present discontinuing the same are discernibly routine affairs being done as per Awards and Settlements and, therefore the change back does not attract the application of Section-9A. The change back assures a better system for arranging the bank's affairs. It is not causing any prejudice to workmen. There is no reduction of manpower entailed in the change. It is not an unfair labour practice. There is no discrimination between the affected 3 employees with the other 2 employees not standing in comparison because the said 2 persons are not similarly situated as the affected 3 persons. The Special Allowance payable if and when the workmen discharge such duties by reason of which alone such allowance are payable and paid, the said allowance assumes the characteristic of functional allowance which is not at all payable as per the Awards and the decision of the Supreme Court cited above. Though the selection of the workmen was not based on exigencies, it was based on a novel idea to improve and facilitate convenient and speedy transaction in clearing of cheques. The said post cannot be said to be permanent and the selection of Sub-Staff is not characterized as on permanent basis though it is as per seniority and eligibility. The initial appointment of the workmen was only as Sub-Staff. They cannot be equated as Drivers appointed on permanent basis. The arrangement of deploying 5 Scootermen that came to be made as an interim measure cannot be termed as permanent arrangement. Though it may have been intended to be an absolute arrangement when supervening factors necessitated a change back with the resultant need of the Scootermen to be reverted to their initial posts. When it is to provide for a better system of managing bank's affairs and are only as routine affairs they are not very much open to challenge. The larger cause of the bank institution is to prevail upon the mediocre claim or right of the workmen. The claim in respect of S/Sri R. Gopinathan and E. Kannadasan not being contested at this stage of enquiry, they do not fall for consideration. For the discussion above it is only to be held that the withdrawal of the allowance to the Scootermen S/Sri K. Ramachandran, A. Prakasam and N. Gopalan is only legal, fair and justified.

11. The reference is answered accordingly. (Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 27th September, 2011)

A.N. JANARDANAN, Presiding Officer

Witness Examine

For the 1st Party/ : WW1, Sri D.B. Gopinath
Petitioner Union

For the 2nd Party/ MW1, Sri S. Latchoumi
Management Narayanin

Documents Marked on the petitioner's side

Ex.No.	Date	Description
Ex.W1	18-04-1986	Memorandum issued by the Respondent re: designation assigned to K. Ramachandran as Driver-cum-Peon
Ex.W2	22-04-1986	Office order issued by the Respondent to K. Ramachandran
Ex.W3	15-12-2005	Circular issued by the Respondent re: Selection Process for the post of Driver
Ex.W4	02-08-2008	Notice issued by the Respondent Bank re: Change of system of functioning of clearing operations
Ex. W5	11-08-2008	Industrial Dispute raised by the Petitioner before the Asstt. Labour Commissioner (Central), Chennai
Ex.W6	14-10-2008	Reply given by the Respondent Management before the RLC to the Industrial Dispute
Ex.W7	09-11-2008	Letter from All India Bank employees' Association to the Petitioner
Ex. W8	29-11-2008	Letter from Petitioner to the Respondent
Ex. W9	02-08-2008	Notice u/s 9-A of the ID Act issued by the Respondent to K. Ramchandran with annexure
Ex.W10	09-01-2009	Notice u/s 9-A of the ID Act issued by the Respondent to K.Rama-chandran with enclosures
Ex.W11	03-02-2006	Memorandum issued by the Respondent regarding designation assigned to N. Gopal as Driver-cum-Peon
Ex. W12	02-08-2008	Notice u/s 9-A of the ID Act issued by the Respondent to N. Gopal with annexure
Ex.W13	09-01-2009	Notice u/s 9-A of the ID Act issued by the Respondent to N. Gopal with enclosures
Ex.W14	07-04-1990	Memorandum issued by the Respondent re: designation assigned to A. Prakasam as Driver-cum-Peon
Ex.W15	17-09-1996	Memorandum issued by the Respondent re: designation assigned to A. Prakasam as Driver-cum-Peon

Ex.W16	02-08-2008	Notice u/s 9-A of the ID Act issued by the Respondent to A. Prakasam with annexure
Ex.W17	09-01-2009	Notice u/s 9-A of the ID Act issued by the Respondent to A. Prakasam with annexure
Ex.W18	02-08-2008	Notice u/s 9-A of the ID Act issued by the Respondent to R. Gopinathan with annexure
Ex.W19	02-08-2008	Notice u/s 9-A of the ID Act issued by the Respondent to E. Kannadasan with annexure

Ex.W20 21-11-2008 Tender document issued by the Respondent

On the Respondent's side

Ex.No.	Date	Description
Ex.M1	19-06-2006	Memo from Respondent to R. Gopinath, N. Gopal, E. Kannadasan, K. Ramachandran & A. Prakasam
Ex.M2	10-12-2008	Report of RLC (C) on conciliation of failure
Ex.M3	02-08-2008	Memo from Regional Office, Chennai to N.B.O., Chennai and notices to five Employees - notice of change of service conditions
Ex.M4	13-04-2006	Memo from Regional Office, Chennai to Zonal Office, Chennai
Ex.M5	03-06-2006	Memo from R.O. Chennai to Zonal Office, Chennai
Ex.M6	14-09-2007	Memo to Regional Office, Chennai from Nungambakkam
Ex.M7	19-09-2007	Reply from Regional Office, Chennai to Nungambakkam Branch
Ex.M8	13-02-2008	Report of functioning of non-business office

नई दिल्ली, 11 अक्टूबर, 2011

का.आ. 3150.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/53/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2011 को प्राप्त हुआ था।

[सं. एल-12012/252/1995-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th October, 2011

S.O. 3150.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/NGP/53/2007) of the Central Government Industrial Tribunal/Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workmen, which was received by the Central Government on 11-10-2011.

[No. L-12012/252/1995-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/53/2007

Date: 23-09-2011

Party No. 1 (a) : The Regional Manager, Dena Bank,
Shalimar Hall, Shivaji Road,
Nasik, Maharashtra

Versus

Party No. 2 : Shri Rajendra Mahadeo Naik
R/o Near Kolhapuri Gate,
Kharkadipur, Amravati,
Maharashtra.

AWARD

(Dated : 20th September, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of Dena Bank and their workman Rajendra Mahadeo Naik, to the Central Government Industrial Tribunal-Cum-Labour Court, Jabalpur for adjudication, as per letter No. L-12012/252/95-IR(B-II) dated 8-1-1997, with the following schedule:-

"Whether the action of the Dena Bank (1. The Branch Manager, Dena Bank, Keliwali, Tah. Akot, Distt. Akola and 2. The Regional Manager, Dena Bank Shalimar Hall, Shivaji Road, Nasik) in deeming the workman Shri Rajendra Mahadeo Naik, a water-boy-cum-sepoy as voluntarily retired w.e.f. 27-4-1991 is legal, proper and justified? If not, what relief to the workman is entitled to?"

Subsequently, the reference was transferred to this Tribunal for adjudication in accordance with law.

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman, Shri Rajendra Mahadeo Naik ("the workman" in short) filed the statement of claim and the management of Dena Bank ("party no. 1" in short) filed the written statement.

The case of the workman is that he was in employment with party no. 1 in the capacity of a peon since 26-2-1982 and he was being paid @ Rs. 1600 per month, which was much less than the prescribed rates of basic wages applicable to him and he worked at Keliweli Branch and his service record was clean and without any stigma and on 26-3-1991, he was served with the notice dated 19-3-1991 issued by the Regional Office of Dena Bank, Nasik and by the said notice, he was asked to join duty within 30 days from the date of the receipt of the said letter but as he was sick, he could not able to join his duty, but he had sent personally a letter in the hand of his family member intimating his inability to resume duty due to his illness and praying for grant of leave, but the party no. 1 instead of showing sympathy, served the notice dated 31-5-1991, informing him that he had been treated as voluntarily retired, since he failed to report within 30 days and the action of the party no. 1 in removing him from service is illegal, improper and contrary to law and after his recovery, he approached the party no. 1 time and again for providing work but without any effect and on 30-1-1992, party no. 1 informed him that the decision cannot be revoked.

The further case of the workman is that his removal from service was without giving him any opportunity to plead his case and he was not aware of the Bi-partite Settlement dated 10-4-1989 and he had not authorized any union to decide or appear on his behalf in any settlement and the party no. 1 did not follow the provisions of law of Section 25F of the Act and the party no. 1 neither initiated any enquiry nor called for any explanation from him for remaining absent and terminated his service against the principles of natural justice and he is entitled for reinstatement in service with full back wages.

3. The party no. 1 in the written statement has admitted that the workman was appointed as a water-boy-cum-sepy on 26-2-1982. However, it has pleaded that the terms and conditions of the employment of the workman are governed by various settlements and award generally known as Sastri Award and Desai Award and since 1987, the workman was irregular in his attendance and he started remaining unauthorized absent without intimation, permission and sanctioned leave, but on all the occasions, the management leniently considered his case and granted opportunity to improve himself, but, the workman treated the leniency shown to him as weakness of the management and continued to commit such misconduct and even after issuance of warning letters by the Branch Manager, he did not improve his attendance and remained absent from 29-10-1990, without submitting any application for leave, for which notice under clause 17 of Bi-partite Settlement dated 10-4-1989 was served on him vide reference no. RON/PER/1832/91 dated 19-3-91 and the notice was received by the workman on 26-3-1991 (wrongly mentioned as 16-3-1991 in the written statement) and as the workman

failed either to submit his written explanation or resume his duties within one month, he was deemed to have been voluntarily retired from Bank's service w.e.f. 27-4-91 i.e. on expiry of 30 days from the date of receipt of the notice, as per the laid down provision of Bi-partite settlement and the Hon'ble Apex Court in the case of Punjab and Sind Bank and others, reported in 2001-1 LLJ-174 have held the action taken by the Punjab and Sind Bank against its employee for unauthorized absence from duty under the Bi-partite Settlement and declaring the employee to have been voluntarily retired from service to be valid and justified and in view of such facts and circumstances of the case, the action taken by it against the workman is legal and proper. It is also pleaded by the management that the past records of the workman were very poor and he was not sick as claimed by him and he did not give any information to the management about his alleged illness and the provision of Section 25F of the Act are not applicable to the present case, as it is not a case of retrenchment and ignorance of law is not a ground to overcome from the provisions of Bi-partite Settlement and the workman is not entitled for any relief.

4. In support of his case, the workman examined himself as a witness besides placing reliance on documents submitted by him. The evidence of the workman is on affidavit. It is necessary to mention here that in spite of giving of sufficient opportunities, as management (Party no. 1) did not cross-examine the workman, as per order dated 13-8-2008, the cross-examination was closed and the case was poste to 11-9-2008 for argument. As on 11-9-2008, the Party no. 1 remained absent and nobody appeared on its behalf, the case was fixed for award.

It is also necessary to mention here that as no award was passed by my predecessor in office, the case was reopened and parties were noticed for rehearing of argument on merit of the case and after hearing the parties, the case was closed for award.

5. At the time of argument, it was submitted by the learned advocate for the workman that the workman was working with the party no. 1 as a peon since 26-2-1982 and as he was ill, he remained absent from duties and he received the notice sent by the Regional Office of the Bank dated 19-3-1991 on 26-3-1991, in which he was directed to join duties within 30 days of receipt of the notice and as the workman was sick and was not in a position to resume duties, he sent a letter at the hand of his family member intimating the Bank about his sickness and inability to resume duties and praying for grant of leave but the bank vide letter dated 31-5-1991 intimated him that he had been treated as "Voluntarily retired" from service, since he failed to report within 30 days of the date of receipt of the notice and such act of party no. 1 is illegal, improper and contrary to law and the settlement dated 10-4-1989 is not binding on the workman and the party no. 1 did not comply with the mandatory provisions of Section 25F of the Act, before

termination of the services of the workman and such termination without any notice and without any opportunity to defend his case is against the principles of natural justice and therefore, the workman is entitled for reinstatement in service with continuity and full back wages.

6. On the other hand, it was contended by the learned advocate for the party no.1 that since 1987, the workman was very irregular in his attendance and started remaining absent from duty unauthorisedly, without intimation, permission and sanctioned leave and the management took lenient view with the hope that the workman would improve himself, but the workman did not improve himself, but on the other hand, took such leniency of the management as weakness and very often remained unauthorized absent and for continuous unauthorized absence of the workman from 19-6-1989 and 19-2-1990, notices dated 18-9-1989 and 2-7-1990 under clause 17 of Bi-partite Settlement dated 10-4-1989 respectively had been served on him and as the workman again remained absent from 29-10-1990 without submitting any application for leave, notice under clause 17 of the Bi-partite Settlement dated 10-4-1989 was served on him as per letter no. RON/Per/1832/91 dated 19-3-1991 and the same was received by the workman on 26-3-1991 (wrongly mentioned as 16-3-1991, in the written statement) and as the workman neither resumed duties nor submitted any written explanation for such unauthorized absence within 30 days, he was deemed to have been voluntarily retired from Bank's service w.e.f. 27-4-1991, on expiry of 30 days from the date of receipt of the notice and the provision of Section 25F of the Act is not applicable to the present case, as it is not a case of retrenchment and the action taken by the management is in accordance with law and under the provisions of the Bi-partite Settlement and Bank had not received any letter/application from the workman in respect of his continuous absence from 29-10-1990 and he also did not report for duties within 30 days of receipt of the notice served on him and the workman is not entitled for any relief.

In support of such contentions, the learned advocate for the party no. 1 placed reliance on the decisions of the Hon'ble Apex Court as reported in 2001-I-LLJ-196 (Punjab and Sind Bank and others Vs. Saktar Singh).

7. At this juncture, I think it necessary to mention the essential facts, which are necessary for deciding the reference, in brief. It is not disputed by the parties that the workman was working with party no. 1 since 26-2-82. It is also not disputed that the workman remained unauthorized absent from duties continuously for more than 90 days w.e.f. 29-10-1990 and for that a notice was sent by the Bank to the workman on 19-3-1991, calling upon him to report for duty within 30 days of the notice or to give explanation for his absence satisfying the management that he has not taken up another employment or avocation and he has no intention of not joining the duty, failing

which, he would be deemed to have voluntarily retired from Bank's service on the expiry of the time fixed and the said notice was received by the workman on 26-3-1991. It is also not disputed that the workman did not join duty within the 30 days time after receipt of the notice. According to the claim of the workman, as he was ill, he did not resume his duties and in response to the notice received by him on 26-3-1991, he personally had sent a letter in the hand of his family member intimating his inability to resume duty due to his illness and praying for grant of leave. However, according to the party-no.1, no letter or application was received by the Bank from the workman within the stipulated time.

8. Before delving into the merit of the matter, I think it opposite to mention clause 17 of the Bi-partite Settlement dated 10-4-1989, under which action was taken by the party no. 1 against the workman and the principles enunciated by the Hon'ble Apex Court in respect of the same, as reported in 2001-LLJ-196(Supra) Clause 17 of the Bi-partite Settlement dated 10-4-1989 reads as follows:

17. Voluntary Cessation of Employment by the Employee

The earlier provisions relating to the voluntary cessation of employment by the employee in the earlier settlements shall stand substituted by the following:

(a) When an employee absents himself from work for a period of 90 or more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/ subsequently or when there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of notice, stating inter-alia the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the Bank's service on the expiry of the said notice, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the Bank's right to take any action under the law or rules of service.

The Hon'ble Apex Court in the decision reported in 2001-I-LLJ-196 (Supra) have been pleased to hold that "Termination of service- Employee of Bank- For

unauthorized absence from duty—Employee defaulted in not offering explanation for unauthorized absence from duty nor placed material to prove he reported for duty within 30 days of notice as required in terms of Bi-partite Settlement—High Court proceeded on erroneous basis of non compliance with principles of natural justice—There was agreement between parties as to manner in which situation should be dealt with and consequences that would follow—High Court's order set aside.

The appellants have challenged in this appeal the order of the High Court which set aside the order of termination of the respondent for unauthorized absence from duty on the ground that principles of natural justice have not been followed. The Supreme Court set aside the order of the High Court.

HELD : The Supreme Court observed that there was no material on record to show that the respondent had reported for duty within the period indicated in the notice issued in terms of Clause XVI of IV Bipartite Settlement. The High Court had proceeded on an erroneous basis of non-compliance with the principles of natural justice, whereas the true content of the principles of natural justice should have been borne in mind, particularly when there was an agreement between the parties as to the manner in which the situation should be dealt with and the consequences that would ensue thereof."

Keeping in view the principles enunciated by the Hon'ble Apex Court in the decision mentioned above, the present case at hand is to be considered.

In support of his claim, the workman has examined himself as a witness. His evidence is on affidavit. It is necessary to mention here that as the party no. 1 remained absent for a long time and did not cross-examine the workman, his evidence has remained unchallenged. However, Such evidence is not sufficient to discharge the burden of proof which was on the workman. It is necessary to mention here that in the statement of claim, the workman though has mentioned that he was sick, he has not mentioned the nature of his sickness. The workman also has not mentioned the date, on which he sent his application through his family and the name of the person through whom, such application was sent. He has also not mentioned that he sent the application along with the medical certificate. He has also not mentioned in the statement of claim as to whom the application was addressed and as to whom, the said application was delivered and the date on which such application was delivered or actually the said letter was delivered to the Bank authority or not. In his rejoinder the workman has mentioned that he submitted the application to the management along with the medical certificate that he is suffering from "Pal T.B."

The workman has not filed any document to show that after receipt of the notice issued by the Bank on 26-3-1991 he submitted any application within the

stipulated time of 30 days. He has also not examined the person through whom the application was sent as per claim. It is also found from record that before remaining absent from 29-10-1990, the workman did not intimate the Bank about his illness or that he is suffering from Pal T.B.. Along with the statement of claim, the workman has filed xerox copy of two medical certificates, out of which, one is a fitness certificate issued by Civil Surgeon, General Hospital, Amravati. It appears from the said certificate that the same was issued on 25-1-1992. In that certificate nothing has been mentioned as to the nature of the illness of the workman. From the other certificate, it is found that the same was issued on 24-1-1992, by the Medical Officer, T.B. Hospital, Amravati, in which it has been mentioned that the workman was suffering from "Pal T.B.". The claim of the workman as per his rejoinder is that he sent his application along with the medical certificate, after receipt of the notice on 26-3-1991. If actually he had sent the application along with the medical certificate, then the workman should have filed the copy of such application and the medical certificate submitted along with the application. The medical certificates, the copies of which have been filed by the workman in this Tribunal show that the same were obtained only after the order was passed by the Bank regarding the deemed "voluntary retirement" of the workman. The workman has failed to produce any proof of his having sent a letter within the stipulated time as indicated in the notice issued in terms of clause XVII of the Bipartite Settlement dated 10-4-1989, about his illness and for sanction of leave.

9. A reading of clause XVII of the Bipartite settlement dated 10-4-1989 makes it clear that under the said clause, the employee is given an opportunity to rejoin duty within a stipulated time or explain his position to the satisfaction of the management that he has no intention of not joining duty, and a presumption will be drawn that the employee does not require the job any more and will stand retired from service. Thus, there is no punishment for misconduct but only to notice the realities of the situations resulting from long absence of an employee from work with no satisfactory explanation thereto. The Rule has been incorporated in an agreement where representatives of employees unions were parties. They also realized the futility of continuing a situation when an employee without appropriate intimation to the management is playing truant. It is clear that there was an agreement between the parties as to the manner in which the situation should be dealt with and the consequence that would ensue thereof. In the circumstances, it is found that the action taken by party no. 1 against the workman is justified. Hence, it is ordered :

ORDER

The action of the Dena Bank [(1) The Branch Manager, Dena Bank, Keliwali, Tah. Akot, Distt. Akola and (2) The Regional Manager, Dena Bank Shalimar Hall, Shivaji Road, Nasik] in deeming the workman Shri Rajendra Mahadeo

Naik, a water-boy-cum-sepoy as voluntarily retired w.e.f. 27-4-1991 is legal, proper and justified. The workman is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2011

का.आ. 3151.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पारादीप पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 17/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2011 को प्राप्त हुआ था।

[सं. एल-38011/07/2010-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th October, 2011

S.O. 3151.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the industrial dispute between the management of Paradip Port Trust and their workmen, received by the Central Government on 11-10-2011.

[No. L-38011/07/2010-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present : Shri J. Srivastava,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

Industrial Dispute Case No. 17/2011

Date of Passing Award 26th August, 2011

Between : The Chairman,
Paradip Port Trust, Paradip,
Jagatsinghpur

... 1st Party-Management

(And)

Their workmen represented through the
General Secretary,
Paradip Port Workers Union,
Badapadia, Paradip Port,
Jagatsinghpur

... 2nd Party-Union

APPEARANCES:

Shri D. Patnaik ... For the 1st Party-
Welfare Officer (G). Management.

Shri Ananta Kumar Das, ... For the 2nd Party-
General Secretary, PPW Union Union.

AWARD

The Government of India in the Ministry of Labour has referred the following industrial dispute vide their letter No. 38011/07/2010-IR (B-II), dated 25-2-2011:—

“Whether the action taken by the Executive Engineer, E & CM Division, Paradip Port Trust by withdrawing the rights of 38 Horticulture Workers and degrading their status from skilled category to un-skilled category in various trades of Horticultural works is legal and justified? What relief the 38 workers in the dispute are entitled to?”

2. The parties in the Lok Adalat held on 26-8-2011 have filed memorandum of settlement in Form-H. As such the dispute between the parties is decided in terms of settlement filed in Form-H and accordingly an award is passed in favour of the 2nd Party-Union and the 1st Party-Management is directed to make payment as per minimum wages fixed by the Government of India from time to time to the disputant workmen in the skilled category from 1-6-2011 till they are engaged in the particular work. The disputant workmen shall not be entitled to claim any other benefits from the 1st Party-Management.

3. The Memorandum of Settlement shall form part of this award.

Dictated & Corrected by me.

J. SRIVASTAVA, Presiding Officer

FORM-H

(See rule 58)

FORM FOR MEMORANDUM OF SETTLEMENT

Names of the Parties :

Representing Employer(s) : Chairman, Paradip Port Trust;
At-Administrative Building,
PO-Paradip, Dist-
Jagatsinghpur,
Orissa-754142.

Representing Workmen : General Secretary,
Paradip Port Workers'
Union, Badapadia, Paradip
Port, Dist-Jagatsinghpur,
Orissa-754142.

Short Recital of the case :

Ministry of Labour, Govt. of India vide Order No. L-38011/07/2010-IR(B-II) dtd. 25th Feb., 2011 referred the Industrial dispute between the employer in relation to the Management of the paradip Port Trust and Workmen represented through Paradip Port Workers' Union for adjudication to the Central Govt. Industrial Tribunal-cum-Labour Court, Bhubaneswar under the following Schedule: vide Tr. I.D. Case No. 17/2011.

SCHEDULE

“Whether the action taken by the Executive Engineer, E & CM Division, Paradip Port Trust by withdrawing the rights of 38 horticulture workers and degrading their status from skilled category to un-skilled category in various trades of horticultural works is legal and justified? What relief the 38 workers in the dispute are entitled to?”

TERMS OF SETTLEMENT

The 1st Party Management and the 2nd Party Workmen agree for settlement of the present dispute with the following terms:

- (i) That the 1st Party Management shall ensure payment to the 38 horticulture workers of the present dispute, minimum wages as fixed by the Govt. of India from time to time in skilled category from 1st June, 2011 till they are engaged in the particular work.
- (ii) That the above 38 horticulture workers shall not claim any back wages prior to 01-06-2011.
- (iii) That the 38 horticulture workers shall not claim any other benefit from the 1st Party Management except as above, in view of the settlement.

Signature of the Parties:

Sd/ Illegible

1st Party Management

(authorized on behalf of Chairman, PPT)

Sd/ Illegible

2nd Party Workmen

General Secretary,

Paradip Port Workers'

Union, Badapadia, Paradip

Port, Dist-Jagatsinghpur,

Orissa-754142

Witness :

- (1) Seesonta Karan Sethy
Executive Engineer, ECM, Divn. PPT.

- (2) Manoranjan Parida

नई दिल्ली, 11 अक्टूबर, 2011

का.आ. 3152.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 09/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2011 को प्राप्त हुआ था।

[सं. एल-12011/131/2005-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th October, 2011

S.O. 3152.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

hereby publishes the Award (Ref. No. 09/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure in the industrial dispute between the management of UCO Bank and their workmen, received by the Central Government on 11-10-2011.

[No. L-12011/131/2005-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA**

Reference No. 09 of 2006

Parties : Employers in relation to the management of UCO Bank

AND

Their workmen.

Present : Mr. Justice Manik Mohan Sarkar

... Presiding Officer

APPEARANCE:

On behalf of the : Mr. T.K. Sarkar, Assistant.
Management Chief Officer of the Bank.

On behalf of the : Mr. A Panigrahi with
Workmen Mr. M. Bhattacharya, both.
Assistant Secretaries of the
workmen union.

State : West Bengal.

Industry : Banking

Dated: 1st September, 2011

AWARD

By Order No.L-12011/131/2005-IR(B-II) dated 18-4-2006 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

1. “Whether Sh. Rabin Biswas who has claimed to have been working as part-time Sweeper in UCO Bank, Kolkata since 20-11-1989 is entitled for regularization as subordinate staff in the Bank? If not, what relief he is entitled to?”

2. When the case is called out today, none is found to be present on behalf of either of the parties. On inspection of the record it is found that on assumption of office by me, fresh notice was issued to both the parties on 17-8-2010 as per order dated 9-8-2010 and A.D. Cards to both the sides have been received back with the endorsement of receipt and that too both on 18-8-2011. In response thereto one Mr. S. N. Majumder, Deputy Chief Officer of the Bank appeared on behalf of the management on 21-12-2010. Since thereafter three dates have passed

on 24-2-2011, 28-4-2011 and 30-6-2011 and on all of these dates none appeared for either of the parties.

3. On further inspection of the records during the tenure of my learned predecessor I found that the workmen side made no appearance in the present matter since 13-08-2007 though different officers of the Bank (namely, Mr. P. Sinha Roy and Mr. T.K. Sarkar) appeared on some dates fixed for evidence of the workmen.

4. This conduct of the workmen side shows that they are not interested to proceed in the present reference and thereby it may be presumed that at present no industrial dispute is existing which was claimed to be there by the workmen side at the time of reference. Though the workmen side was given opportunity to produce evidence for a pretty long time since the 13-8-2007 after they filed their rejoinder after caution order of last chance, the workmen side never taken any step seriously to prove their claim.

5. In such circumstances, presuming no existence of any industrial dispute at present, a "No Dispute Award" is passed and thereby the present reference be disposed of.

Dated, Kolkata,

The 1st September, 2011

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2011

का.आ. 3153.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. वेस्टर्न इंडिया शिपयार्ड लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, पणजी के पंचाट (संदर्भ संख्या आईटी/35/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2011 को प्राप्त हुआ था।

[सं. एल-39012/3/2004-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th October, 2011

S.O. 3153.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. IT/35/2004) of the Industrial Tribunal-cum-Labour, Panaji as shown in the Annexure in the industrial dispute between the management of M/s Western India Shipyard Ltd., and their workmen, received by the Central Government on 11-10-2011.

[No. L-39012/3/2004-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT PANAJI, GOA

(BEFORE SMT. ANUJA PRABHUDESSAI, HON'BLE PRESIDING OFFICER)

Ref.No. IT 35/2004

Shri.Francis Gomes,
R/o House No. 333,
Cotta, Davorlim -Goa

... Workman/Party I

V/s.

M/s. Western India Shipyard Ltd.,
Mormugao Harbour, Goa

...Employer/Party II

Workman/Party I represented by Adv. Shri Suhas Naik.

Employer/Party II represented by Adv. Shri M.S. Bandodkar.

AWARD

(Passed on this 5th day of August, 2011)

By order dated 18-8-2004, the Central Government, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), has referred the following dispute to this Industrial Tribunal for adjudication.

"1. Whether the action of the management of M/s. Western India Shipyard Ltd., Goa in dismissing Shri Francis Gomes from the services vide their letter of dismissal dated 30-9-2003 is legal and justified ?

2. If not, to what relief the workman is entitled for?"

2. On receipt of the reference, IT/35/2004 was registered. Notices were issued to both parties. Pursuant to which the Party I has filed his Claim Statement at Exb. 4. The Party II has filed its Written Statement at Exb. 5. The Rejoinder of the Party I is at Exb. 6.

3. Party I was an employee of the Party II Company. The Party I has stated that on 17-5-2003, the Personnel Manager of the Party II Company had instructed him to come to WISL office along with co-workers to attend an enquiry in respect of a theft case. The Party I has stated that he was told that a Police Officer would record the statements of the workmen of the Party II Company. Believing the statement of the said Personnel Manager the Party I remained present in the WISL office. The Party I has stated that he was made to sit outside WISL office. One unknown person who had entered the cabin dictated something to a Stenographer and thereafter the Party I was asked to sign the said typed papers. The Party I has claimed that he was called to the WISL office. several times between 23-5-2003 to 25-7-2003 and on all these occasions the said unknown person obtained his signature

on typed papers without explaining the contents of the same. The Party I has stated that he was given an impression that the said unknown person was a Police Officer. The Party I has stated that he was not given copies of the said typed sheets.

4. The Party I has further stated that, thereafter, he had received a letter dated 30-9-2003, wherein it was alleged that he had committed theft of VHF set from main store of the Party II Company. The Party I has stated that the enquiry conducted against him is nothing but, a mere farce. The enquiry was conducted in total violation of natural justice and that he was not given any opportunity to defend his case. The Party I has stated that the dismissal order dated 30-9-2003 is illegal and unjustified. The Party I has stated that his past records are clean and that he is entitled for reinstatement with all consequential reliefs.

5. The Party II has claimed that the Party I had committed theft of portable VHF set belonging to the Party II Company. The Party I had admitted his guilt and tendered his apology. The said statement was recorded in presence of other workmen. The Party I was thereafter, issued a charge sheet and was suspended pending enquiry. The Party II has stated that enquiry was conducted and that the Party I had participated in the said enquiry. He had cross examined management witnesses and had also given his own statement. The Party II Company has stated that the enquiry was conducted in consonance with the principles of natural justice. The Party II has further stated that the charges against the Party I were held to be proved and considering the gravity of misconduct, the services of the Party II were terminated w.e.f. 30-9-2003. The Party II has stated that the Party I had preferred an appeal against the said dismissal order and the said appeal was dismissed vide order dated 18-10-2004. The Party II has denied that the termination is illegal and unjustified and has further stated that the Party I is not entitled for any relief.

6. Based on the aforesaid pleadings following issues were framed:

1. Whether the Party I proves that the domestic enquiry held against him is illegal and not fair and proper?
2. Whether the charges of misconduct levelled against the Party I are proved to the satisfaction of the Tribunal by acceptable evidence?
3. Whether the Party I proves that the action of the Party II in dismissing him from service by letter dated 30-9-2003 is illegal and unjustified?
4. Whether the Workman Party I is entitled to any relief?
5. What Award?

7. It may be mentioned that in the course of the proceedings both parties appeared before this Tribunal and stated that the matter has been amicably settled. They

have placed on record the consent terms which are at Exb 15. The Party I who was present along with Adv. Shri. S. Naik has confirmed his signature on the terms at Exb. 15 and has stated that said terms are agreeable to him. Both parties have prayed that consent award be drawn in terms of the said settlement. I have perused the terms and in my considered view, the terms are in the interest of the workman. Hence, consent terms are taken on record and award is drawn as per consent terms which are as under:

"1. It is agreed between the parties that the Management of M/s. Western India Shipyard Ltd. shall pay a sum of Rs. 22,200 (Rupees Twenty two thousand two hundred only) to Francis Gomes by cheque No. 008701 dated 27-7-2011 drawn on HDFC Bank, payable at par which shall include all the claims of Shri. Francis Gomes arising out of the present reference and his employment and dismissal. The above amount shall include all his claims including any claim of earned wages, bonus, leave encashment, gratuity etc. or any other claim which can be computed in terms of money.

2. It is agreed that Shri Francis Gomes, shall accept the said amount mentioned in the clause (1) in full and final settlement of all his claims arising out of present reference and in complete satisfaction of his employment and dismissal, including any claim of earned wages, bonus, leave encashment, gratuity etc. or any other claim which can be computed in terms of money and further confirm that he shall have no claim of whatsoever nature against the Company including any claim of reinstatement or of re-employment."

The dispute referred to this Tribunal vide order dated 18-8-2004 stands resolved as per the aforesaid consent terms.

Inform the Government accordingly.

Dated: 5-8-2011

Place: Panaji.

A. PRABHUDESSAI, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2011

का.आ. 3154.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 76/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2011 को प्राप्त हुआ था।

[सं. एल-12012/245/1998-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th October, 2011

S.O. 3154.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

hereby publishes the Award (Ref. No. 76/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the industrial dispute between management of Canara Bank and their workmen, received by the Central Government on 11-10-2011.

[No. L-12012/245/1998-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SRI RAM PARKASH, HJS, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
ATI CAMPUS, SHRAM BHAWAN, KANPUR**
Industrial Dispute No. 76 of 99

Between-

Sri Ramesh Chandra
Son of Sri Nand Ram
C/o Sh. Roop Kishore Singh,
House No. 19/150, Praimeer Nagar,
Aligarh.

And

Canara Bank,
The General Manager,
CB Service Officer,
Rohit Bhawan,
Floor No. 4, Shambhu Ma,
Lucknow.

AWARD

1. Central Government, Mol, New Delhi, vide its notification No. L-12012/245/98-IR (B-II) dated 05-4-99 has referred the following dispute for adjudication -

2. Whether the action of the management of Canara Bank in terminating the services of Sh. Ramesh Chander with effect from 23-12-96 is justified or not? If not what relief the said workman is entitled to?

3. Brief facts are-

4. Claimant has alleged that he was in search of employment therefore, he approached the manager Canara Bank, Zalaipur Branch, Aligarh, who appointed him as peon from April, 1991 in the branch on a monthly salary of Rs. 450 per month. He was required to perform all the duties of a peon. He worked there until March, 1993, where after he was asked to go and work at main branch situated at Upsara Complex Aligarh. He reported for duty at the main branch of the bank at Aligarh in April, 1993. In performing the duties of a peon he was paid Rs. 40 per day excluding Sundays and holidays besides payment Rs. 650 per month from April to September each year. That by taking full day work of a peon and by not paying the prescribed salary of a peon the bank indulged in unfair labour practice as defined under Section (2ra) of the Industrial Disputes Act. He continued to work as such until 23-12-96, when his services were abruptly terminated

by the bank. The bank neither issued any letter of employment nor a termination. The bank did not pay him any notice or notice pay or retrenchment compensation; therefore the bank breached the provisions of Section 25F of the Act.

5. After his termination the bank entrusted his work to another part time safai karamchari. Therefore by doing so the bank had further breached the provision of Section 25H of the Act. He made representations to the higher authorities of the bank but did not find any favor. Lastly it is alleged by him that the entire action of the bank against him is illegal, unsocial and against the provisions natural justice there he has prayed for his reinstatement with full back wages and continuity of service.

6. Opposite party filed written reply which is paper no. 8/1-8/10. In short it alleged by them that the claimant was never appointed as a peon during the period 1990. It is stated by them the claimant was engaged temporarily, according to the exigencies of the work for supplying water and he was engaged only in summer season during the period April to September. It is denied by the bank that the applicant had ever worked for more than 240 days in any of the calendar year. His engagement was only on temporary basis as a water boy and he was paid due charges for the same and his engagement for the day / period automatically came to end after the work entrusted to him was completed. The claimant has concealed the relevant facts and did not mentioned the period for which he was engaged up to 23-12-96.

7. It is alleged that the opposite party is a nationalized bank. They have prescribed procedure for recruitment of sub staff also. Claimant was never appointed by following the prescribed recruitment rules. He was never given any appointment letter therefore; question of terminating of his services does not arise at all. Therefore, they have not committed any breach of Section 25F or 25H of the Industrial Disputes Act, 1947. The claim is liable to be rejected.

8. Workman has also filed rejoinder in the case wherein he has stated nothing beyond the assertions averred by him in his statement of claim.

9. Both the parties have filed the documentary as well as the oral evidence.

10. Claimant have filed 4 documents vide list 16/1. These papers are, copy of deposit receipt of Canara Bank showing the address of the claimant, a photocopy. Copy of statement detailing number of voucher and date of payment to Sri Ramesh Chandra. Copy of current account pass book. Copy of applicant letter dated 12-5-97 addressed to the Manager.

11. Opposite party has also filed 27 debit slips dated 26-5-90 to 29-9-95 vide list of 15/1-2. Out of these some are voucher in original which are filed with list aforesaid.

12. Both the parties have adduced oral evidence. Claimant has adduced himself as W.W.1 Ramesh Chandra where as opposite party has produced in evidence Sri Harday Pash Vashnai who is the Chief Manager of the Bank.

13. Heard and perused the record thoroughly.

14. A short question to be decided in this case whether the claimant had worked for 240 days or more in a calendar year before the date of his termination.

15. It has been stated by MW.1 on oath that during the relevant period he was posted as Manager Jalapur Branch District Aligarh. He specifically stated that the applicant was never appointed as peon. He was engaged to bring the drinking water and to fill up the coolers. He had never worked for 240, days continuously in a calendar year. He was not given any appoint letter. There is no post of water boy in the bank. MW.1 has filed the vouchers paper no.29/3-29/20 which is Ext. E-1 To E-18 for disbursement of payment to the claimant. I have examined all these vouchers in original as well as in the shape of photocopies. Some of the vouchers shows that the claimant has been paid Rs. 60 as wages for supplying the water. Some of the voucher indicates payment of Rs. 650 as for serving the branch as water boy. I have examined the evidence of W.W.1 also. Claimant has also filed a chart of the dates and the working period which is a typed paper no. 16/3-4. For a moment if I take a cognizance of this chart it shows the working from 24-12-93 to 30-12-95 that is not in continuity but for a few days in a month. Claimant has alleged that he was terminated on 23-12-96 and there is no date shown by the claimant himself in this chart after 30-12-95. Opposite party has also filed vouchers/debit slips that is up to 29-9-95. Therefore the version of the claimant that he was terminated on 23-12-96 is not believable, not proved by oral as well as documentary evidence. According to the chart filed by the claimant himself if I take the period from 22-12-95 to 23-12-96 as per Section 25B of the Act where it has been defined continuous service, it comes out to be only four working days.

16. There is a contention of the claimant that the list filed by the opposite party regarding the documents is provisional list. I have given due thought. There does not appear to be any malafide on the part of the opposite party in with holding the record and it appears that they have come with clean hands. They have specifically stated that the claimant was engaged only during the summer season from April to September for supplying the drinking water in exigency of work for which he was paid accordingly.

17. Initial burden lies on the claimant that he had worked for 240 days or more which he has failed. He has placed reliance upon a decision 2010(SCC) 1, 47, in between Director Fisheries Terminal Department versus Bhikhu Bhai M. Chawada. I respectfully agree with the decision of the Hon'ble Supreme Court but considering the facts and

circumstances of the case the claimant is not entitled for any relief on this point.

18. Claimant has also alleged in his claim statement that after his termination some other worker was employed as a part time Safai Karmchhari, but no such cogent evidence has been adduced by the claimant therefore it cannot be said that the opposite have breached the provisions of Section 25H or any other provisions of the I D Act. There do not appear any circumstances that the claimant has accrued any right in his favor under the provisions of the Industrial disputes Act.

19. Therefore, considering the entire facts and circumstances of the case, it is concluded that the claimant has vehemently failed to prove his case before the tribunal accordingly the tribunal is bound to decide the claim against the workman and in favor of the opposite party.

20. Reference is answered accordingly against the claimant.

RAM PARKASH, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2011

का.आ. 3155.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कॉरपोरेशन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 32/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-12012/36/2010-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th October, 2011

S.O. 3155.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2010) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Corporation Bank and their workman, which was received by the Central Government on 10-10-2011.

[No. L-12012/36/2010-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 27th September, 2011

Present : A.N. JANARDANAN, Presiding Officer

Industrial Dispute No. 32/2010

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),

between the Management of Corporation Bank and their Workman)

BETWEEN

Sri V. Swaminathan

I st Party/Petitioner

Vs.

The Chairman-cum-Managing Director

Corporation Bank, PB No. 88,

Mangaldevi Temple Road,

Pandeeswaram, Mangalore

2nd Party/Respondent

APPEARANCE:

For the 1st Party/ : Sri K. Thilageswaran, Advocate
Petitioner Union

For the 2nd Party/ : M/s T.S. Gopalan & Co.,
Management Advocates

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12012/36/2010-IR(B.II) dated 15/19-7-2010 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether ‘the action of the Corporation Bank in discharge of service of the Petitioner Sri V. Swaminathan on 26-5-2009 is justified or not? If not, to what relief the workman is entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as 32/2010 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their Claim and Counter Statement as the case may be.

3. The Claim Statement averments bereft of unnecessary details are as follows:

Petitioner who joined under the Respondent/Bank as a Sub-Staff on 25-5-1985, later promoted as Clerk-cum-Cashier in 1992 while was working at Dindigul branch in 2005 with 25 years of unblemished service was suspended on 22-11-2007 for reported cash shortage on 12-11-2007, reimbursed by him on 13-11-2007. Following an investigation report dated 3-11-2008 domestic enquiry was held against him upon 3 charges viz. that (i) on 12-11-2007 a cash shortage of Rs. 99,983 was noticed with him as Cashier. He reimbursed Rs. 1,00,000 on 13-11-2007 debiting the shortage amount to Sundry Debtor's account in his name on the day (ii) on 15-6-2007 he after receiving a remittance of Rs. 30,000 from Vijayalakshmi, SB A/c holder 10609 and after issuing counterfoil affixing “Cash Received Stamp” under his initials did not credit the amount and misappropriated it. On complaint from Vijayalakshmi dated 22-6-2007 in the enquiry held he admitted the receipt of Rs. 30,000 and (iii) he temporarily misappropriated the amount of Rs. 30,000. Pending enquiry his suspension was revoked on 6-11-2008. By the enquiry the first two charges were held proved and for the third charge he was exonerated. But the Disciplinary Authority on 31-3-2009 took a different view holding petitioner to be guilty of misappropriation of Rs. 30,000 and proposed punishment

of discharge from service with superannuation benefits, which was confirmed on 5-1-2010 by the Appellate Authority. Appeal was rejected. Though by his evidence the charges were disproved he is punished, which is illegal, unjust, arbitrary and against the principles of natural justice. Finding and punishment are perverse. Enquiry Officer failed to appreciate that cash shortage was due to the harassment of the branch officials and that negligence applicable only if something goes wrong in normal situation. Punishment imposed for the single incident is disproportionate to the gravity of the offence. Petitioner is to be reinstated into service holding that the finding and punishment are illegal and unsustainable.

4. Common counter statements bereft of unnecessary details are follows:

On 15-6-2007 petitioner did not account for the amount of Rs. 30,000 received from Vijayalakshmi nor did he report any excess amount while closing the cash balance. On 22-6-2007 to her enquiry petitioner denied any remittance having been made by her and he denied having received the amount. In the presence of the Branch Manager he admitted the receipt of the amount and agreed to credit the amount to her account on condition that she should hand over the original counterfoil to him, which she complied with by handing over to the Branch Manager. Petitioner handed over Rs. 30,000 to the Branch Manager and credited the above to her SB Account. On 12-11-2007 at about 05.30 PM petitioner reported to Officer K. Vinoj regarding shortage of Rs. 1,00,000 which was verified and found to be Rs. 99,983, which the petitioner was not able to explain away. Thereupon the shortage was debited to Sundry Debtor's Account in the Branch. On 13-11-2007 petitioner remitted the amount at about 07.00 PM as late cash. After issuing 2nd Show Cause Notice petitioner was given opportunity to show cause against the Disciplinary Authority disagreeing with the finding of the Enquiry Officer. Punishment is fully justified and valid and should not be interfered with. Shortage can be either due to negligence or can be engineered with a view to avail the benefit of the amount for a short duration, because on the day of shortage it would be shown in the Sundry Debtor's Account and as and when remitted the said debit will be eliminated. For that period the bank is deprived of the cash with the benefit of cash availed by someone else. Disciplinary proceedings were not vitiated in any way. Petitioner had affixed his signature on the counterfoil. He has obviously used a different seal so as to enable him to dispute it at a later stage. Discharge with superannuation benefits is itself a lenient treatment. Bank could not repose confidence in him to retain him in service. The claim is to be rejected.

5. Points for consideration are:

- (i) Whether the action of the Management in discharging the petitioner from service is justified or not?

(ii) To what relief the petitioner is entitled?

6. Evidence consists of testimony of WW1 and Ex. W1 to Ex. W15 on the petitioner's side and Ex. M1 to Ex. M59 with no oral evidence adduce on the Respondent's side.

Points (i) & (ii)

7. Heard both sides. Perused the records and documents. The learned counsel for the petitioner argued in terms of the pleadings in the Claim Statement. His further specific arguments are that a mere shortage of money is attempted to be depicted as misappropriation. Mere cash shortage is not an incidence of offence. The shortage occurred due to mismanagement of the bank. The shortage is for less than rupees one lakh.

8. On behalf of the Respondent the learned counsel contended that various amounts received have not been entered into ledger or cash book. Ex. M21 counterfoil, among other, produced by the depositor on 26-2-2007 is spurious regarding which the case of the petitioner is that the same is a forged one not containing his initial. Repayment of money by petitioner is of no consequences in mitigating the misconduct. Same is the case with revocation of suspension. There is nothing wrong with the enquiry or the modified finding a part of original finding being in favour of the petitioner the same was interfered with by the Disciplinary Authority, who modified it after offering opportunity of hearing the petitioner by giving memo but no further explanation was given by the petitioner. Petitioner has been imposed with only compulsory retirement which does not deprive of his superannuation benefits and therefore there is no scope for interference with the modified finding or the punishment.

9. On an anxious consideration of the rival contentions and from a scrutiny of the relevant documents, I am persuaded to hold that petitioner's hands are not clean. The happenings that have taken place cannot be understood as sheer outcome of any negligent, conduct on the part of the petitioner. It is worthy to note in this context what the learned counsel for respondent rightly reminded me about a citation, viz. "Law cannot be oblivious to what is obvious to others". In all probability it could only be a willful act on the part of the petitioner. It is not a casual occurrence. He does not deserve more lenient punishment than what has been imposed on him by the Respondent. Therefore the same is only to be maintained. Ordered accordingly. Petitioner is therefore not entitled to any relief.

10. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 27th September, 2011)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :-

For the 1st Party/Petitioner : WW1, Sri V. Swaminathan

For the 2nd Party/ : None
Management

Documents Marked :

On the Petitioner's side

Ex. No.	Date	Description
Ex.W1	22-11-2007	Order of Suspension
Ex.W2	23-02-2008	Charge Sheet
Ex.W3	3-01-2008	Investigation Report
Ex.W4	14-11-2007	Letter from DGM/HO
Ex.W5	15-11-2007	Medical Report
Ex.W6	23-11-2007	Letter from Branch Manager
Ex.W7	15-06-2007	Cash Challans
Ex.W8	10-06-2008	Enquiry Proceedings
	To	
	1-08-2008	
Ex.W9	6-11-2008	Order of Revocation of Suspension
Ex.W10	14-09-2008	Written submission by D.R.
Ex.W11	26-12-2008	Findings of the Enquiry Officer
Ex.W12	4-05-2009	Written submission made by the workman
Ex.W13	26-05-2009	Order of Discharge
Ex.W14	12-06-2009	Appeal to Assistant General Manager
Ex.W15	5-01-2010	Order of the Appellate Authority

On the Management's side

Ex. No.	Date	Description
Ex.M1	25-04-2008	Daily Order Sheet
Ex.M2	10-06-2008	Daily Order Sheet
Ex.M3	15-07-2008	Daily Order Sheet
Ex.M4	16-07-2008	Daily Order Sheet
Ex.M5	16-07-2008	Enquiry Proceedings - Evidence of MW. 6 -Ms. R. Vijayalakshmi
Ex.M6	31-07-2008	Daily Order Sheet
Ex.M7	1-08-2008	Daily Order Sheet
Ex.M8	3-01-2008	Investigation Report
Ex.M9	11-04-2007	Letter from Dindigul Branch to Z.O., Coimbatore
Ex.M10	23-11-2007	Proceedings in respect of clarifications offered by Petitioner in respect of shortage in cash
Ex.M11	4-12-2007	Letter from Dindigul Branch to Vigilance Cell, Mangalore
Ex.M12	13-11-2007	Agreement between Abirami Auto Finance and Hirer-V. Swaminathan, Petitioner

Ex. M13 13-11-2007	Promissory Note executed by V. Swaminathan -Petitioner for Rs. 1.00 lakh	Ex. M35 22-06-2007	Pay-in-Slip - SB A/c No. 10609 - R. Vijayalakshmi for Rs. 30,000
Ex. M14 21-11-2007	Proceedings of Manager, Vigilance Cell in respect of visit made by him to the residence of petitioner	Ex. M36 22-11-2007	Letter from Manager-Vigilance Cell-Mangalore to Branch-Dindigul
Ex. M15 25-11-2007	Certificate of fitness issued to the petitioner by Dr. N. Rajaram	Ex. M37 15-06-2007	Pay-in-Slip signed by Ms. K. Bakkiyam SB A/c No. 9281 for Rs. 2200
Ex. M16 15-11-2007	Clinical report issued to Petitioner	Ex. M38 15-06-2007	Pay-in-Slip for Rs. 105/-
Ex. M17 15-11-2007	Clinical report - ECG Report issued to petitioner	Ex. M39 15-06-2007	Pay-in-Slip for Rs. 9,705 paid into the account of Vignesh Sports
Ex. M18 13-11-2007	Medical Certificate for extension of leave issued by Dr. N. Raja Ram for 12 days from 13-11-2007	Ex. M40 15-06-2007	Pay-in-Slip for Rs. 1,000 New A/c R. Vinothini
Ex. M19 13-11-2007	Application for leave by petitioner	Ex. M41 15-06-2007	Pay-in-Slip for Rs. 1,000 SB A/c of Shanmugasundaram
Ex. M20 23-11-2007	Letter from Senior Manager, Dindigul Branch to Vigilance Cell-Mangalore	Ex. M42 15-06-2007	Pay-in-Slip for Rs. 3,300 SB A/c No. D. Muthukamatchi
Ex. M21 15-06-2007	Counter foil of Pay-in-Slip of S.B. Account No. 010609 - R. Vijayalakshmi for depositing Rs. 30,000	Ex. M43 15-06-2007	Pay-in-Slip for Rs. 20,000 SB A/c 9463 of R. Rajagopal
Ex. M22 23-11-2007	Proceedings of visit made to the residence of Smt. R. Vijayalakshmi SB A/c No. 10609	Ex. M44 15-06-2007	Pay-in-Slip for Rs. 56,275 A/c of Sundry Deposit
Ex. M23 22-11-2007	Letter from K.v. Prakash, Officer, Dindigul Branch-regarding cash shortage	Ex. M45 15-06-2007	Pay-in-Slip for Rs. 500 A/c of P. Chandrakumar
Ex. M24 22-11-2007	Proceedings in respect of clarifications given by Mr. V. Pandey Clerk-Dindigul Branch - regarding cash shortage	Ex. M46 22-11-2007 & 14-11-2007	Securities inspection and document verification register Page 29, 30.
Ex. M25 22-11-2007	Letter from K. Vinoj, Officer, Dindigul Branch	Ex. M47 10-11-2007 & 12-11-2007	Cash balance - Page 87, P 88, P 89 - Dindigul Branch
Ex. M26 23-11-2007	Letter from K. Vinoj, Officer Dindigul Branch	Ex. M48 10-11-2007 & 12-11-2007	Double Lock Register - Page 61, 62, 63 - Dindigul Branch
Ex. M27 22-11-2007	Letter from R. Y. Bhushan Reddy, Officer, Dindigul Branch	Ex. M49 10-11-2007	Postage Register Page 64, 65, 66, 67, 68, 69 and
EX. M28 20-11-2007	Cash Receipts Scroll for 12-11-2007, Cashier Payments scroll for 12-11-2007, cash scroll summary on 12-11-2007 of Dindigul Branch	12-11-2007	Teller's Cash Book dated 12-11-2007, Postage
Ex. M29 22-11-2007	G.L. -Detailed Report for 12/11 to 14-11-2007 of Dindigul Branch	13-11-2007	Register Page No. 70, 71, 72 and 73
EX. M30 June 2007	Register of Attendance - Dindigul Branch-June 2007, November, 2007	Ex. M50 —	Cashier Receipts Scroll and Payment Scroll for 15-06-2007 - Dindigul Branch and Cash Scroll Summary as on 15-06-2007
Ex. M32 13-11-2007	Pay-in-Slip of V. Swaminathan-For Rs. 1.00 lakh- "Too late cash"	Ex. M51 —	Cashier Receipts Scroll and Payment Scroll for 22-06-2007 and Cash Scroll Summary as on 22-06-2007
Ex. M33	Cash notings - Manuscript	Ex. M52 —	A/c Statement from 3-04-2007 to 31-03-2008 of A/c No. SB 101/010609 Mrs. Vijayalakshmi
Ex. M34	Account opening form of R. Vijayalakshmi SB A/c No. 10609	Ex. M53 19-05-2008	Complaint of R. Vijayalakshmi SB A/c No. 10609 to Branch Manager, Dindigul - regarding harassment of petitioner

- Ex. M54 21-05-2008 Letter from Senior Manager, Dindigul Branch to Mangalore forwarding the letter of R. Vijayalakshmi
- Ex. M55 08-04-2006 G.L. detailed report from 01-04-2006 to 31-03-2007 and from 07-04-2007 to 20-03-2008 and 01-04-2008 to 31-03-2008 15-05-2008
- Ex. M56 21-12-2007 Pay-in-Slip—M. Thangaraj—A/c No. 11789—Rs. 500
- Ex. M57 15-04-2008 Notice of enquiry sent by Enquiry Officer to Petitioner
- Ex. M58 04-08-2008 Written brief submitted by Mr. Janardhan Prabhu—Manager—H.O. Mangalore
- Ex. M59 31-03-2008 Letter from Manager—Mangalore to Petitioner enclosing copy of proceedings dated 31-03-2009 proposing punishment of discharge and calling for his explanation and also enclosing copy of Enquiry Report.

नई दिल्ली, 11 अक्टूबर, 2011

का.आ. 3156.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 113/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2011 को प्राप्त हुआ था।

[सं. एल-12011/53/2000-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th October, 2011

S.O. 3156.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 113/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the industrial dispute between the management of Bank of India and their workmen, received by the Central Government on 11-10-2011.

[No. L-12011/53/2000-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SRI RAMPARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 113/2000

Between—

Sri Awadhesh Kumar Srivastava,
Through The Assistant General Secretary,
U.P. Bank Employees Union,
426 W-2, Basant Vihar,
Kanpur.

And

Bank of India
The Regional Manager,
Regional Office,
Bank of India 1st Floor Jeewan Parkash,
LIC Building Sanjay Place, Agra.

AWARD

1. Central Government, Mol, New Delhi vide notification no. L-12012/53/2000-IR(B-II) dated 11-09-2000, has referred the following dispute to this tribunal for adjudication.

2. Whether the action of the management of Bank of India in awarding punishment of stoppage of two increments with cumulative effect to Sri Awadhesh Kumar Srivastava is justified? If not to what relief the workman is entitled for?

3. It is common ground that the claimant was appointed by the opposite party bank on 1-12-99 as clerk-cum-cashier. The claimant was issued a charge sheet by the opposite party on 22-7-96 by the disciplinary authority and consequent to that the disciplinary authority constituted an inquiry against the workman vide order dated 22-7-96, without affording any opportunity to the claimant to submit his explanation against the charges. The said disciplinary enquiry was commenced on 2-9-96 and was concluded on 6-11-96. The enquiry officer did not adhere the rules of natural justice during the course of conduct of disciplinary action against the claimant and committed flagrant error of rules of natural justice. After submission of the report of enquiry officer, the disciplinary authority issued him show cause notice dated 13-01-97, by concurring with the report of inquiry and advised that why punishment of stoppage of five increments be not imposed against the workman with cumulative effect. The disciplinary authority after granting personal hearing to the claimant ultimately confirmed the proposed punishment vide order dated 25-12-97 appeal against the

order of the punishment was ultimately heard and disposed of by the appellate authority and the punishment granted by the disciplinary authority was reduced by the appellate authority to stoppage of two increments with cumulative effect. Having found that gross injustice has been done in the conduct of the inquiry against the workman, matter was raised before the conciliation authority, inter alia, on the grounds that the disciplinary authority Agra who instituted the inquiry and inflicted the punishment was not appointed in accordance of Para 19.14 of First Bipartite Settlement dated 19-10-66, the appeal was submitted before the appellate authority but the same was disposed off by the Chief Regional Manager in the capacity of disciplinary authority, therefore, considering the serious illegality apparent on the face of record the punishment inflicted upon the workman is illegal and unjustified. Thereby it has been prayed by the claimant that the order of punishment awarded to him by the disciplinary authority and the appellate authority be set aside and he be deemed as if he had never been awarded any punishment and as such difference of pay and allowances be paid to the claimant.

4. On the contrary the claim of the claimant has been refuted by the opposite party on a number of grounds stating therein that the claimant has rightly been issued charge sheet, the disciplinary authority, enquiry officer and the appellate authority has afforded full opportunity of hearing according to the rules of natural justice to the applicant before passing the punishment order. It is further stated that no illegality has been committed by the enquiry officer during course of completion of disciplinary action against the workman and the enquiry officer followed the rules of natural justice and has given his fullest endeavor to see that rules of natural justice is not breached. The claimant has rightly been charged for the misconduct as detailed in the charge sheet. The disciplinary authority after providing the workman an opportunity against the proposed punishment has awarded the punishment and likewise the appeal of the concerned workman was also disposed off after adhering the rules of natural justice and after giving full opportunity of defence to the workman. As such there is no illegality in the action of the management and the order passed by the authorities of the bank connected with the disciplinary action is not called for to be interfered at the hands of this tribunal. Accordingly it is prayed that the claim of the workman be rejected out rightly without entering into the merits of the case.

5. Claimant has also filed rejoinder in the case but nothing new has been pleaded by him except reiterating the facts already pleaded by him in his claim statement.

6. Claimant has also filed certain document in original vide list dated 18-11-03. The documents are charge sheet

dated 22-7-97, show cause notice dated 13-1-97, final order dated 25-2-97 and lastly the appellate order dated 25-9-97.

7. Both parties have also adduced oral evidence. Whereas the workman has examined himself as W.W.1, the management have produced two witnesses, viz. (1) Naveen Chandra as M.W.1 and Sri R. K. Lamba as M.W.2.

8. Heard the arguments at length and have also perused the records of the case.

9. The authorized representative for the workman has raised a simple question before me that is the authenticity of the appellate order which is paper no. 18/1-3. He has not raised any other issue either on fact or law point. I have specifically inquired from him. In the appellate order where the Chief Regional Manager has signed the order, below Chief Regional Manager he has written disciplinary authority so a technical/legal question has been raised by the workman.

10. The A.R. for the opposite party has refuted his contention and aversion in the pleadings making a prayer that it is a typographical error. He has argued that after going through the appellate order particularly the para 1 of the order page no.18/1 which is being reproduced as the undersigned has been appointed as a appellate authority vide order dated 5-2-97 of the Chairman and MD Bank of India Head Office, issued pursuant to the provisions of —

The A.R. of the claimant has not disputed his authority or it has not been claimed that he is not the appellate authority. The only objection raised by him that while signing he has put his designation as disciplinary authority. It has not been disputed that the Chief Regional Manager Agra is not the appellate authority. It is not disputed that the order has not been passed by him. The appellate authority has fully considered and heard the delinquent employee before passing the appellate order. Therefore, in my view also the (disciplinary authority) in place of "Appellate Authority" crept in due to typographical error will not invalidate the order, Validly passed by the competent appellate authority. It is pertinent to mention that the appellate authority after hearing the C.S. employee has reduced the quantum of punishment. Therefore the contention raised by the claimant does not carry any legal significance. It is a bonafide mistake. The claimant cannot be permitted to take undue advantage.

11. In view of discussions made hereinabove, the claimant is held to be not entitled for any relief pursuant to the present reference order.

12. Accordingly reference is decided against the claimant.

RAM PARKASH, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2011

क्र.आ. 3157.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार युनियन बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, धनबाद के पंचाट (संदर्भ संख्या 03/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2011 को प्राप्त हुआ था।

[सं. एल-12012/157/2002-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th October, 2011

S. O. 3157.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03/2003) of the Central Government Industrial Tribunal-cum-Labour Court, No.2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 11-10-2011.

[No. L-12012/157/2002-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT : KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947

Reference No. 3 of 2003

PARTIES : Employers in relation to the management of
Union Bank of India and their workmen.

APPEARANCES:

On behalf of the workman : Mr. B. Prasad,
General Secretary
Bank Employees Federation,
Bihar

On behalf of the employers : Mr. D. K. Verma
Advocate.

State : Jharkhand Industry : Banking

Dated, Dhanbad, the 2nd Sept., 2011

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-12012/157/2002-IR (B-II), dated 10-12-2002.

SCHEDULE

“Whether the action of the management of Union Bank of India, Main Branch, Patna in

terminating the services of Shri Vijay Kumar Singh, Driver is legal and justified? If not, to what relief the concerned workman is entitled to?”

2. The pleaded case of the workman is that workman Vijay Kumar Singh was orally appointed as a temporary Driver by the Management of Union Bank of India on 1-1-1995 at monthly wages Rs.2250 enhanced to Rs. 3050 including Washing charges. He was assigned to the duty of driving vehicle of the Union Bank of India attached with the Chief Manager, Patna Main Branch. He was driving the vehicle bearing No. WB-74A-3742, and was being paid through vouchers. He performed to duties of (i) driving Bank's vehicle from 9 A.M. to 7 P.M., (ii) Cleaning Bank's aforesaid vehicle and (iii) any other job of Class IV as instructed by the Chief Manager. He continuously worked for over 6 years as a Driver from 1-1-1995 to 14-10-2001 for the Management, yet the Management took not a step to regularise his service as driver or a Peon. When he as usual went on the duty, he was stopped from the work on 15-10-01, informing termination of his service. Thereafter another driver was also appointed by the Management. The termination of his service falling U/s 2 (oo) of the Industrial Disputes Act was without any notice, pay or retrenchment compensation as required U/s. 25F of the I.D. Act. Despite his representation as well as the conciliation proceeding on its failure due to the adamant attitude of the Management resulted in the reference for adjudication before the Tribunal. So the action of the Management in terminating his services is totally unjustified and illegal. Thus, he urged for his reinstatement, regularisation as a Driver with back wages etc.

It has been pleaded in rejoinder on behalf of the workmen that he was appointed as a Driver, posted at Main Branch of the Bank Frazer Road, Patna and his wages by the Bank etc. was paid for driving the vehicle belonging to it. His job was perennial in nature. He worked for more than 240 days in a calendar year. He was given neither notice/notice pay nor any retrenchment compensation under Section 25F of the I.D. Act. The vehicle he was driving was maintained by the Bank, but it was not the personal vehicle for Sri Anand Kumar. He was paid regular wages monthly as well as annual increment.

3. Whereas categorically denying the allegations the case of the Management is that not the Bank rather the Chief Manager had engaged Sri Vijay Kumar Singh as his personal driver, so question of his termination does not arise. He was not the employee of the Bank nor a workman U/s 2S of the I.D. Act. No employer and employee relationship exists between the management of the Union Bank of India and the disputant Vijay Kr. Singh. The Union of Bank of India is a nationalised Bank as defined U/s 12 of the Indian Constitution, so it has to observe the recruitment rules prescribed by the Management considering the Articles 14 and 16 of the Constitution. The settled law is

that no right accrues even on the selected personnel until and unless Selection Committee is approved by the Competent Authority and on the basis of such approval order of such selection is communicated to the person concerned. The disputant was never selected or recruit by the Bank, rather he was engaged as personal driver by Mr. Anand Kumar the then Branch Manager of Patna Main Branch. Mr. Anand Kumar was entitled for reimbursement for the expenses incurred by him for engagement of his personal driver as per the rules of the Bank. The personal driver of any officer of the Bank is not entitled to regularisation of services in the Bank, as he was never employed by the Bank for any tenure even on the muster roll. His entire claim is dehorse the rules and procedure of the Bank regarding recruitment and employment. As such the case of the disputant does not come under Section 2A of the I.D. Act, 1947. The Management has not kept his attendance for he was the personal driver of the Branch Manager. The status of the disputant as personal driver is incomparable with that of a regular driver.

The Management has pleaded in its rejoinder that the disputant was never paid by the Bank, as being a personal driver of the aforesaid Branch Manager, he was not under the control of the Bank Administration. If such decision for appointment of the Driver is taken by the Bank at the competent level of hierarchy, the due process of selection is carried out by the Central Management by considering the data and detail of all personal driver engaged by the various officers of the Bank in their personal capacity and for their personal use. Since the disputant is not the workman of the Management, no question of provision under Section 25F of the I.D. Act, applies at all.

FINDING WITH THE REASONING

In this case, WW-1 Vijay Kumar Singh the petitioner in his behalf and MW-1 Uttam Singh Nanda Yadav, the Manager, H.R. Union Bank of India for the Management have been examined.

The Statement of WW-1 Vijay (Vihay wrongly typed) Kr. Singh the petitioner himself is that he worked as the Driver of the Vehicle No. WB-J-A-3742 under the Union Bank of India, Frazer Road Branch at the salary of Rs. 2250 per month later on fixed at Rs. 3050 as per the Bank's Circular 4702 dt. 23-1-2000 (Ext.W-2) and the Circular dt. 25-6-99 (Ext.W-2/1). He worked in the Bank from 1-1-1995 to 14-10-2001. He proved photo copies of two vouchers of the Bank as Ext.W-1 and W-1/1, the photo copies of his bio-data as Ext.W-3 (with objection) and the photo copy of his driving licence as Ext.W-4. He (WW-1 petitioner) was working the same work a permanent Driver did. But he was terminated with-out any notice or retrenchment compensation another person named Jai Prakash has been appointed in his place. But the admission of the witness (petitioner WW-1) is that he did not get any appointment letter from the Bank he denied his appointment as personal

driver of the Branch Manager, who paid him. He is ignorant statement about the fact as stated in the aforesaid circular (Ext.W-2 & 2/1 wrongly typed as Ext.W-1 series) that the Executive of the Bank would engage personal drivers and he entitled for reimbursement of the same will not help him get rid of the proof of it. In fact both the circulars of the Bank clearly prove "reimbursement of salary payable to personal Driver engaged by Executive/Certain Officials of the Bank who have been provided with Bank's Car."

5. On the other hand the statement of MW-1 Uttam Singh Nandram Yadav as the H.R. Manager of the Bank irrebuttably established the appointment of workman Vijay Kr. Singh as a personal driver by the Bank Executive of Main Branch Patna who is the officer of the Bank in Scale Grade-IV and is provided with a car and the payment is made to the Bank Executive of the Bank entitled to it to meet the salary expenses of his personal driver Rs. 3000 Rs. 2008 and Rs. 2007 for A Class City Area-I (State Capital and other places per month respectively as per the circular (Ext.W-2). The workman has never worked as Bank employee nor his name was sponsored by the Employment Exchange as there is not any procedure other than that of recruitment procedure of the Bank in respect of Bank Staff against the identified vacancy for which the Employment Exchange sponsors their names, and they are interviewed as per their panel prepared by the Bank. But both the Vouchers (Exts. W-1/1 and 1) are debiting expenditure account as Misc. Expenses of Rs. 3000 (Rs. 3050) and Rs. 2800 the amount paid to the driver of the Bank's Car, but none relate to the direct payment to the concerned workman. Since there is no such circular to absorb a personal driver of the Bank Executive on the Bank Services, so his claim is unjustified. Further the witness (MW-1) has affirmed that it is the discretion of the Bank Executive to engage the service driver as his personal driver on the transfer of the previous Bank Executive. The cost of repair and petrol of the vehicle is met by the Bank as its owner but no wages is paid to the driver, Expressing ignorance of the absorption of driver Bindeshwar Mahato and others being of other region, the witness states to have known Sri V. Jha as the employee of the Bank at Gaya whose recruitment was according to the recruitment procedure of the Bank. Ext. W-3 is the only Bio-data of the personal driver (petitioner) but it does not show its forwarding to the Regional Office for his permanent absorption as claimed.

6. Highlighting the aforesaid case of the petitioner Mr. B. Prasad, the authorised Representative for him submits that the workman though designated as personal Driver served yet as a Temporary driver who was paid his wages directly the Bank to the debit of the Banker's Account Miscellaneous for driving the Bank's vehicle attached with the Bank's Executive. His further contention is that many persons driving the Bank's vehicles as per the Bank's occasionally scheme absorbed in the services of

Bank but the action of the Management is illegal; terminating the services of the workman is violation of the principle as under Article 12 and 14 of the Indian Constitution.

Whereas Mr. D. K. Verma, the Learned Advocate for the management has, citing the authority 1978 (SC) GDX 0003SC Punjab National Bank Appellant V. Ghulam Dastagir, Respondent as held therein confounded that in this case there is nothing on record to make out a nexus between the Bank and the driver or to indicate the control and direction of the driver vested in the Bank, so the workman's claim seems unjustified.

7. On the evaluation of the materials available on the case record, I find the admitted documents namely the Management's Circular dt. 25-6-99 and another Circular dt. 23-1-2001 (Exts. W-2/1 and W-2 respectively) clearly prove that the management thereby time to time allowed her Executives/Officials who are provided with the Bank's Car and not provided with the Bank's Driver will be reimbursed with the salary paid by them to their personal driver as per their limits indicated therein. The un rebutted evidence of the management is that the Executive/certain officials of the Bank joining their new assignment under the management have their own discretion to engage their own personal driver for the car concerned when the previous executive and officials are transferred to some other place. There is nothing on the record to prove the nexus between the Bank and the driver like the petitioner as the employer and employee as the working of the petitioner as a driver of the vehicle was not under the direction and control of the management, rather his temporary service was under the control of the concerned executive/official of the management who had already got the facilities for the engagement of his personal driver for which the personal driver's wages as well as other charges were reimbursed by his executives concerned at the relevant time as the petitioners as a driver was never appointed by the Bank for any period as claimed by him. At this point I would like to emphasis on the point in the instant case similar to the factum of the aforesaid authority, there is no relationship of employer and employee between both the parties as such the contention of the Ld. Counsel for the management appears to be quite persuasive and convincing.

Under these circumstances I hold that since the petitioner Vijay Kumar Singh as a Driver was never appointed by the Bank for plying the vehicle assigned to her executives/official concerned no question as to the action of the management for terminating the service of the petitioner arises under Section 25F of the I.D. Act, 1947. The workman is not entitled to any relief at all. Accordingly the Award is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2011

का.आ. 3158.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 13/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-12011/134/2005-आई आर (बी- II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th October, 2011

S.O. 3158.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workmen, which was received by the Central Government on 10-10-2011.

[No. L-12011/134/2005-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 13 of 2006

Parties: Employers in relation to the management of UCO Bank

AND

Their workmen

PRESENT : Mr. JUSTICE MANIK MOHAN SARKAR,
Presiding Officer

APPEARANCE:

On behalf of the Management : Mr. S.N. Majumder,
Deputy Chief Officer
of the Bank.

On behalf of the Workmen: Mr. A.K. Panigrahi and Mr. M. Bhattacharya both Assistant Secretaries of the Union.

State : West Bengal.

Industry : Banking

Dated : 5th September, 2011.

AWARD

By Order No. L-12011/134/2005-IR(B-II) dated 20-04-2006 the Government of India, Ministry of labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether Sh. Lakhinder Nayak who claims to have been working as casual part-time Sweeper in UCO Bank, Park Street Branch, Kolkata since April, 2003 is

entitled for regularization as subordinate staff in the Bank or not? If not, to what relief he is entitled? Whether the action of the management of UCO Bank in allegedly utilizing a part-time casual Sweeper, Sh. Lakhinder Nayak for full time jobs, peon jobs without entering their name in the muster roll of the Bank, and making the payments of vouchers to deny their right for regularization, whether amounted to unfair labour practice? If not, to what relief he is entitled?"

2. None of the parties are found to be present when the matter is called out today. This date is fixed for evidence on behalf of the workman which was first ordered to be held on 21-09-2007 and since then no appearance has been made on behalf of the Workmen Association either by the workman concerned or by the authorized representative of the Workmen Association.

3. Fresh notice was issued in the month of August, 2010 on my assumption of office and the A.D. Card accompanying notice is received back with the endorsement of receipt of the Workmen Association in the month of September, 2010, specifically on 13-09-2010. So, it is found that on receipt of the notice the Workmen Association has become aware of the present reference that it is under process. Even thereafter no representation has been made on all the dates fixed thereafter till today.

4. Such a conduct of the Workmen Association gives an impression in the mind of the Tribunal that the Workmen Association is no more interested to proceed with the present reference, perhaps for the absence of any industrial dispute at present. So, I do not find any reason to linger the present reference in the pendency list any more.

5. So, let the present reference is disposed of by passing a "No Dispute Award".

JUSTICE MANIK MOHAN SARKAR, Presiding Officer
Kolkata, Dated,
The 5th September, 2010.

नई दिल्ली, 11 अक्टूबर, 2011

का.आ. 3159.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट (संदर्भ संख्या 33/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2011 को प्राप्त हुआ था।

[सं. एल-12012/12/2005-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th October, 2011

S. O. 3159.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/2005) of the Central Government Industrial Tribunal-cum-Labour

Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 11-10-2011.

[No. L-12012/12/2005-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SRIRAMPARKASH, HJS, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR**

Industrial Dispute No. 33 of 2005

Between :

Sri Dinesh Singh
son of Sri Kanchan Singh Dhakre,
Village Naaladhana, PO: Birharu,
District Agra.

And

The Branch Manager,
State Bank of India,
Sadar, Agra.

AWARD

1. Central Government MoL, New Delhi vide notification No. L-12012/12/2005-IR (B-1) dated 5-10-05, has referred the following dispute for adjudication to this tribunal—

2. Whether the action of the management of State Bank of India, Agra retrenching Sh. Dinesh Singh Dhakre, son of Sh. Kanchan Singh Dhakre from service with effect from 24-05-04 is legal and just and fair? What relief concerned workman entitled to?

3. It would be absolutely futile exercise to detail full facts of the case as when on 30-08-2011, the case was taken up for hearing worker was found absent nor any evidence was given from his side despite availing of several opportunities, therefore, opportunity to adduce evidence by the claimant was closed. After some time the case was again called out on 30-08-2011, the workman was present and moved an application for recalling the order dated 30-08-11 passed by the tribunal which was allowed considering the circumstances of the case and the case was posted for evidence on 4-10-2011.

4. When the case was taken up for hearing on 4-10-11, claimant again absented himself whereas authorized representative for the opposite party was present, therefore opportunity to adduce evidence was closed yet again. The opposite party also contended that since worker has not adduced any evidence they do not want to give any evidence in the case. A formal argument of the opposite party was heard.

5. From the above narration of the facts of the case it is quite clear that the workman has failed to adduce evidence in support of his case despite availing of repeated

opportunities. Therefore this lead to one and only inference that the claimant is not interested in prosecuting his case before the tribunal. In other words virtually it is a case where no evidence has been given by the claimant in support of his case; therefore, the tribunal under the facts and circumstances of the case is of the firm view that the workman cannot be held entitled for any relief for want of cogent and convincing evidence. Reference is therefore, bound to be answered against the workman and in favor of the opposite party.

6. Reference is answered accordingly.

RAM PARKASH, Presiding Officer

नई दिल्ली, 11 अक्टूबर, 2011

का.आ. 3160.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथवा न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 44/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-10-2011 को प्राप्त हुआ था।

[सं. एल-12012/23/2007-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th October, 2011

S.O. 3160.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of Bikaner & Jaipur and their workmen, received by the Central Government on 10-10-2011.

[No. L-12012/23/2007-IR (B-I)]

RAMESH SINGH, Desk Officer

अनुबन्ध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं अथवा न्यायालय,
जयपुर

सी.जी.आई.टी. प्रकरण सं. 44/2007

श्री एन. के. पुरोहित, पीठासीन अधिकारी

विज्ञप्ति सं. (रेफरेन्स नं. L-12012/23/2007-IR (B-I) दिनांक

3-7-2007

The Zonal Secretary,
Akhil Bhartiya SBBJ Karamchari Sangh,
Th, Sh. Gurvinder Singh,
B-13, Behind Post Office Road
Saiti (E), Chittorgarh (Raj.)

V/s

The C. M. D.,
State Bank of Bikaner & Jaipur, Head Office,

Tilak Marg, C-Scheme, Jaipur

प्रार्थी की तरफ से : एक-पक्षीय

अप्रार्थी की तरफ से : श्री आर. के. जैन

: पंचाट :

दिनांक 5-9-2011

केन्द्रीय सरकार के द्वारा निम्न विवाद औद्योगिक विवाद अधिनियम 1947 की धारा 10 की उपधारा के खण्ड (घ) के प्रावधानों के अन्तर्गत उक्त आदेश के जरिए न्याय निर्णय हेतु प्रेषित किया गया है।

Whether the action of the management of SBBJ by denying promotion to the post of Single Window operator to Shri Dilip Kumar Chopra w.e.f. 17-12-2004 is correct and justified? If not to what relief the workman is entitled to and from which date?

निर्देश आदेश दिनांक 26-7-2007 को प्राप्त हुआ। प्रार्थी की ओर से श्री आर. सी. जैन द्वारा दिनांक 23-11-2010 को अधिकार पत्र पेश किया गया तथा क्लेम प्रस्तुत करने हेतु अवसर चाहा। तत्पश्चात् 11-01-2011, 15-3-2011 एवं 26-05-2011 को भी क्लेम प्रस्तुत करने हेतु अवसर लिए जाते रहे। दिनांक 11-07-2011 को क्लेम प्रस्तुत हेतु अन्तिम अवसर दिया गया था। लेकिन उक्त तिथि को भी क्लेम प्रस्तुत नहीं किया गया। न्यायहित में हर्ज पर एक अवसर और दिया गया। पर आगामी दिनांक 5-09-2011 को न प्रार्थी उपस्थित था तथा न ही उनके प्रतिनिधि उपस्थित थे। अतः प्रार्थी के विरुद्ध एक-पक्षीय कार्यवाही किए जाने का आदेश पारित किया गया। उक्त परिस्थितियों में पत्रावली को पंचाट पारित करने हेतु आरक्षित किया गया।

प्रार्थी को क्लेम प्रस्तुत करने हेतु पर्याप्त अवसर दिये जाने के बावजूद क्लेम प्रस्तुत नहीं किया जाना यह दर्शाता है कि उसे क्लेम प्रस्तुत करने में अब कोई रूचि नहीं रही। उक्त परिस्थितियों में विवाद रहित पंचाट पारित किया जाता है निर्देश का उत्तर तदनुसार दिया जाता है।

पंचाट की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

एन. के. पुरोहित, पीठासीन अधिकारी

नई दिल्ली, 11 अक्टूबर, 2011

का.आ. 3161.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार धन लक्ष्मी बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अथवा कुलम के पंचाट (संदर्भ संख्या 20/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-10-2011 को प्राप्त हुआ था।

[सं. एल-12012/100/2010-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th October, 2011

S. O. 3161.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of Dhanalaxmi Bank Ltd. and their workmen, received by the Central Government on 11-10-2011.

[No. L-12012/100/2010-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri. D. Sreevallabhan, B.Sc., LL.B., Presiding Officer

(Wednesday the 21st day of September, 2011/30th Bhadrpada, 1933)

I.D. 20/2011

Workman :

Shri. Ajith Aravind,
Pazhmadathil House,
Thrikkakara P.O., Unichira,
Ernakulam, Kerala - 682 021.

Management :

The Assistant General Manager,
Dhanalaxmi Bank Ltd.,
Dhanalaxmi Buildings,
Naickanal, Trichur,
Kerala - 680 001.

(By M/s. B.S. Krishnan Associates)

This case coming up for final hearing on 21-09-2011 and this Tribunal-cum-Labour Court on the same day passed the following :

AWARD

This is a reference under Section 10 (1)(d) of Industrial Disputes Act, 1947.

The reference is:

“Whether the action of the management of the Dhanalaxmi Bank Ltd. with its Head Office at Trichur, Kerala in terminating the services of Shri. Ajith Aravind, Account Opening Sales Executive of their branch at Cheranelloor, Ernakulam District, Kerala w.e.f. 10-06-2010 vide their order dated 19-08-2010 is justified? To what relief the workman concerned is entitled?”

2. After the receipt of the reference it was numbered as I.D.20/2011 and summons was issued to both parties. Management entered appearance through their counsel. After accepting summons workman did not appear before this, Tribunal in spite of several adjournments and filed any claim statement. Hence he was declared exparte. As he

did not appear and file any claim statement it can be presumed that there is no existing dispute for adjudication. Hence an award can be passed by holding that the action of the management in terminating the services of the workman as per their order dated 19-08-2010 is justifiable.

In the result an award is passed to the effect that the action of the management of the Dhanalaxmi Bank Ltd. with its Head Office at Trichur, Kerala in terminating the services of Shri. Ajith Aravind, Account Opening Sales Executive of their Branch at Cheranelloor, Ernakulam District w.e.f. 10-06-2010 vide their order dated 19-08-2010 is justified.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 21st day of September, 2011.

Appendix-NIL

D. SREEVALLABHAN, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2011

का.अ. 3162.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियन्टल बैंक ऑफ कामर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 103/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2011 को प्राप्त हुआ था।

[सं. एल-12012/94/1998-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 12th October, 2011

S. O. 3162.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 103/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 12-10-2011.

[No. L-12012/94/1998-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

DR. MANJUNIGAM, PRESIDING OFFICER

I.D. No. 103/2000

Ref. No. L-12012/94/98-IR (B-II) dated : 08-03-1999

BETWEEN

Sh. Rakesh Kumar, S/o Sh. Sayapal
68, Gandhi Road,
Vishal Bharat Lodge
Dehradun-248 001

AND

The Manager
Oriental Bank of Commerce
Branch Ghantaghar
Dehradun

AWARD

1. By order No. L-12012/94/98-IR (B-II) dated: 08-03-1999 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sh. Rakesh Kumar, S/o Sh. Saypal, 68, Gandhi Road, Vishal Bharat Lodge, Dehradun and the Manager, Oriental Bank of Commerce, Branch Ghantaghar, Dehradun for adjudication.

2. The reference under adjudication is:

"Whether the action of the management of Oriental Bank of Commerce in terminating the services of Sh. Rakesh Kumar, w.e.f. 7-5-97 is just, fair and legal? If not, what relief the workman is entitled to and from what date?"

The case of the workman, Rakesh Kumar, in brief, is that he was appointed in the Bank's service as sweeper on 25-09-95 after fulfilling the eligibility criteria laid down in this regard at a monthly payment @ Rs. 300, paid to him through vouchers during the months from September, 1995 to May, 1997. It has been submitted by the workman that he worked continuously from 25-09-95 to 06-05-97 for 240 days without any break and his services has been terminated by the management of the Bank without giving any notice, in violation to provisions contained in Section 25 F of the I.D. Act, 1947. Accordingly, the workman has prayed that his illegal termination be set aside and he be reinstated with consequential benefits, including back wages.

4. The management of the Bank of Baroda has disputed the claim of the workman by filing its written statement; whereby it has submitted that the workman was never appointed by the bank in any capacity what so ever and he never underwent the recruitment procedure prescribed in the Bank, hence there arise no question of terminating his services at any point of time. It has further been submitted by the management that the workman was engaged only for intermittent/casual nature of work for few days and has never worked for number of days as claimed by him. Accordingly, the management has prayed that the claim of the workman be rejected without any relief to him.

5. The workman has filed its rejoinder; wherein he has not brought any new fact apart from reiterating the averments already made by him in his statement of claim.

6. The parties have filed documentary proof in support of their respective cases. The workman has examined himself whereas the management examined

Shri Akhilesh Goyal, Sr. Manager in support of their respective stands. The parties availed opportunity to cross-examine the each other's witnesses. The workman remained absent since 18-12-2009 and did not turn up for arguments; whereas the management availed opportunity to forward oral as well as written arguments.

7. Heard representatives of the management and scanned entire evidence on record.

8. The learned representative on behalf of the management has contended that the workman was never engaged in the department, therefore, there was no question of completing 240 days' in any calendar year and does not comes within the purview of the definition of retrenchment or that of Section 25 F of the I.D. Act.

9. The workman Rakesh Kumar has examined himself as witness in support of his claim and has stated that he has been employed through District Employment Office, Dehradun w.e.f. 29-05-95, without any appointment letter and he worked up to 06-05-99 as sweeper and was paid salary on voucher @ 300 for full day work. He further stated that he worked continuously from 29-5-95 to 06-05-97 and was not given any notice or compensation before terminating his services illegally. In cross-examination, he stated that he has no evidence that his name was forwarded by the Employment Exchange. He also denied of having worked for 2-3 days only. However, in support of his statement the workman has not filed any substantive document in support of except Failure of Conciliation report dated 31-03-98 of the Assistant Labour Commissioner (C), Dehradun.

10. In rebuttal, the opposite party has examined Shri Akhilesh Goyal, Sr. Manager who stated that the workman was never appointed nor he is an employee of the Bank and the workman did not worked from 25-05-95 to 07-05-97. He further stated that labourer are engaged for casual nature of work and they are paid on Miscellaneous Head on vouchers after obtaining their signatures or thumb impression and there is voucher regarding payment to Rakesh Kumar then his services must have been availed.

The management in compliance of order dated 24-08-2006 of the Tribunal filed list of General Vouchers for the period October, 1995 to 28-02-97, paper No. C-65, which born date of voucher, details of payee & account for which they were paid; and amount of voucher.

11. In the light of the aforesaid rival statements of both the sides I have scanned the documents relied upon by the parties. The workman has not filed any proof in support of his working whereas the list of General Vouchers, paper No. C-65, for the period October, 1995 to 28-02-97, filed by the management, in compliance of order dated 24-08-2006 of this Tribunal shows that the workman has worked only for 04 days.

12. Moreover, from the perusal of aforesaid document it is not evident that the workman had worked from 29-05-95 to 06-05-97, as claimed by him. Accordingly, this

document is not sufficient to substantiate this fact that the workman had actually worked as sweeper for 240 days in the preceding 12 months from the date of his disengagement i.e. 06-05-97.

13. Admittedly no appointment letter was issued and no post was ever advertised for the appointment. He has not produced any voucher or attendance register or any other documentary evidence to prove this fact that Rs. 300 per month was paid to him as salary for the period mentioned in his statement.

14. It is well settled that if a party challenges the legality of order the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the court must fail. In the present case burden was on the workman to set out the grounds to challenge the validity of the termination order and to prove the termination order was illegal. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim has been denied by the management; therefore, it was for the workman to lead evidence to show that she had in fact worked up to 240 days in the year preceding his alleged termination. In (2002) 3 SCC 25 Range Forest Officer vs S.T. Hadimani Hon'ble Apex Court has observed as, under :

"It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that can not be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside."

15. Analyzing its earlier decisions on the aforesaid point Hon'ble Apex Court has observed in 2006 (108) FLR R.M. Yellatti & Asstt. Executive Engineer as follow :

"It is clear that the provisions of the evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily wages earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus, in most cases, the workman (claimant) can only call upon the employer to produce before the Court the

nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self serving statements made by the claimant/workman will no suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management."

Also, Hon'ble Apex Court in 2007 (115) FLR 676 Surendranagar District Panchayat vs. Dhyabhai Amarsinh has reiterated the principal that "the burden of proof lies on the workman to show that he had worked continuously for 240 days in the preceding one year prior to his alleged retrenchment and it is for the workman to adduce an evidence apart from examining himself to prove the factum of his being in employment of the employee." It has further observed as under :

"Filing of an affidavit is only his own statement in his favour and that can not be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside"

16. It was the case of the workman that he had worked continuously for more than 240 days in a year preceding his termination; but this claim was denied by the management, it was then for the workman to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination, but he failed to do so. The workman has not produced any proof of receipt of salary or wages for 240 days or record of appointment or engagement for that period, in support of his oral evidence. The list of General Vouchers for the period October, 1995 to 28-02-97, filed by the management too reveals that the workman had actually worked for just four days in the specified period. Moreover, photocopies of the document, paper No. 2/5, which is FOC of Assistant Labour Commissioner (Central) is not pertaining to the fact that the workman had worked for more than 240 days. Merely pleadings are no substitute for proof.

17. Thus, it comes out that the workman had actually worked for 04 days only in the period specified by him. Accordingly, the initial burden of establishing the fact of continuous work for 240 days in a year was on the workman but he has failed to discharge the above burden. Apart

from above list of General Vouchers, Paper No. C-65, there is no other reliable material for recording findings that the workman had worked more than 240 days in the preceding year from the date of his alleged termination and the alleged unjust or illegal order of termination was passed by the management; and in the event of not completing 240 days working in the preceding year from the date of alleged termination it was not incumbent upon the management of Bank to comply with the provisions of Section 25 F of the I.D. Act. Also, it could not be observed that the alleged action of the management was illegal or unjustified.

18. Accordingly, the reference is adjudicated against the workman Rakesh Kumar; and in my opinion he is not entitled to any relief.

19. Award as above.

LUCKNOW.

3-08-2011.

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2011

का.आ. 3163.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/97/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2011 को प्राप्त हुआ था।

[सं. एल-17011/07/1995-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 12th October, 2011

S.O. 3163.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/97/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure in the industrial dispute between the employers in relation to the management of LIC of India and their workmen, which was received by the Central Government on 12-10-2011.

[No. L-17011/07/1995-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/97/2004

Date: 5-9-2011

Party No. 1:

The Sr. Divisional Manager,
LIC of India, National Insurance Building,
Kingsway, Nagpur.

Versus

Party No. 2

The President,
Indira General Kamgar Sangathana,
Near Gujar Akhada,
Tulsibagh Road, Mahal,
Nagpur.

AWARD

(Dated: 5th September, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of the LIC of India and their workmen, Shri V.K. Satkar and 44 others to Central Government Industrial Tribunal-cum-Labour Court Mumbai-II for adjudication, as per letter No. L-17011/07/95-IR(B-II) dated 24-04-1997, with the following schedule :—

1. "Whether the provisions of Industrial Employment Standing Orders 1946 and provisions of Bombay Shops and Establishment Act are applicable to Life Insurance Corp'n. of India? If not, which law or rules or regulations are applicable to LIC I and what is the overriding effect among/between them ?

2. What is the status of 45 workmen (List attached) or, in other words the nature of their employment?

3. Whether their termination of services of 45 workmen from LIC I by efflux of period as stipulated in their appointment letter amounts to 'retrenchment' under the provisions of ID Act, 1947? If yes, whether, the 45 such affected workmen are entitled for re-employment in preference over others, as per provisions of Section 25-H of ID Act, 1947? If so, to what relief, these 45 affected workmen are entitled to and from which date?"

4. List of the workers to this dispute

Sr. No.	Name	Designation
1.	Shri Vilas K. Satkar	Assistant
2.	Ku. R.R. Suryawanshi	Assistant
3.	Shri D.N. Mankar	Peon
4.	Shri D.W. Masarkar	Peon
5.	Shri S.N. Nimje	Assistant
6.	Shri B.P. Thumble	Peon
7.	Ku. S. S. Wandre	Assistant
8.	Shri B.M. Sangode	Assistant
9.	Shri B.M. Manwar	Assistant
10.	Shri V. P. Meshram	Assistant
11.	Shri P.S. Waghade	Assistant
12.	Shri S.R. Sakhare	Assistant
13.	Shri P.S. Dange	Typist

14.	Shri S.H. Khobragade	Peon
15.	Shri N.M. Patil	Peon
16.	Shri A.H. Bagade	Assistant
17.	Shri S.M. Moon	Peon
18.	Shri W.R. Khadgi	Peon
19.	Shri B.R. Naik	Peon
20.	Ku. B.B. Hadke	Assistant
21.	Ku. P.B. Gajbhiye	Assistant
22.	Ku. Vidhya Ramteke	Assistant
23.	Shri S.M. Patil	Peon
24.	Shri R.M. Patil	Assistant
25.	Ku. B.K. Tagade	Assistant
26.	Ku. L.R. Chandekar	Assistant
27.	Ku. M.B. Nitaware	Assistant
28.	Ku. S.K. Dhote	Assistant
29.	Ku. I.V. Bhedi	Assistant
30.	Ku. Rajni Khadse	Assistant
31.	Shri R.D. Pathak	Peon
32.	Ku. R.B. Dhole	Assistant
33.	Shri A.L. Tamgade	Typist
34.	Ku. R.L. Bhagat	Assistant
35.	Shri R.R. Bhovate	Assistant
36.	Shri Bendle	Assistant
37.	Shri N.N. Sondawale	Assistant
38.	Shri N.N. Bhujade	Assistant
39.	Shri Y.S. Gajbe	Assistant
40.	Shri R.G. Thool	Assistant
41.	Ku. N.G. Tayade	Assistant
42.	Shri A.K. Dhoke	Assistant
43.	Shri S.P. Patil	Assistant
44.	Shri P.K. Wasnik	Peon
45.	Shri R.N. Ramteke	Peon

Subsequently, the reference was transferred to this Tribunal for disposal in accordance with law.

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the union, Indira General Kamgar Sangthan ("the Union" in short) filed the statement of claim on behalf of 45 workmen and the management of LIC ("party no. 1" in short) filed the written statement.

The case of the workmen as presented by the union in the statement of claim is that they were in the employment of party no. 1 in the capacity of assistants and peons etc., and they were appointed on temporarily though posts were available and their appointment was after following the prescribed procedure and their services came to be terminated illegally after certain period, though

vacancies were available and the party no. 1 is an industry and also an establishment as defined under Bombay Shops and Establishments Act, 1948 and the party no. 1 has not been exempted from the provisions of the said Act except its office situated in Bombay and all other provisions of the Act. except the provisions of Sections 13, 14, 17 & 18 of the said Act are applicable to the corporation and as per Section 38-B of the Shops and Establishments Act, the provisions of industrial employment (Standing Orders) 1946 are applicable to the party no. 1 and the model Standing Orders framed there under have got overriding effect and as per the provisions of the Standing Orders, workmen are classified as permanent workman, probationers, Badlies, temporary workman, casual workman and apprentices. It is the further case of the union that workman cannot be appointed on temporary basis, when the work and post is not temporary and if the post is permanent, a workman cannot be appointed on temporary basis, and as the workmen were working against permanent posts, their appointment on temporary basis was illegal and they can be held to be permanent employees and as such, their services could not have been terminated by efflux of time and as per clause 4-(D) of the Model Standing Orders, it was obligatory on the part of party no. 1 to prepare a list of terminated employees and they should have been given preference in the matter of appointment, as and when the vacancies were/are available and no person, whose name is not entered in the waiting list maintained under clause 4-D shall be appointed in the establishment as Badli or temporary workman unless and until all the persons included in that list have been provided with employment in the establishment. The union has also pleaded that some of the members had earlier approached the Hon'ble High Court Bench at Nagpur for re-employment by filing WP No. 2523 of 1991, but the said petition was dismissed by the Hon'ble court on 27-06-1994 with an observation that since there is dispute of appointment and status of employees, the petition under Articles 226 & 227 of the Constitution of India is not appropriate remedy. The Hon'ble court directed the petitioners to approach under the Act, for appropriate remedy and as such, the union raised the dispute before the ALC (C) Nagpur and on failure of the conciliation, the matter was reported to Central Government and the Central Government in its turn referred the matter for adjudication to Central Government Industrial Tribunal and as the Standing Order have got overriding effect, the service conditions of the workmen are governed by Standing Orders only and the termination of their services is to be held as "retrenchment" and as per the provisions of Section 25-H of the Act, they are entitled to be re-appointed and under the Standing Orders also, they are entitled to be re-employed, without reference to the Section 25-H of the Act. The union has prayed to answer the reference in their favour and for a direction to the management for the re-appointment of all the 45 workmen with full back wages.

5. The party no.1 in its written statement has pleaded inter-alia that it is a body corporate established under Section 3 of the Life Insurance Corporation Act, 1956 ("the Insurance Act" in short) and Section 48(1) of the Insurance Act empowers the Central Government to make rules to carry out the purposes of the Insurance Act and Section 49(1) of the Insurance Act, empowers the Corporation to make regulations to carry out the purposes of the Insurance Act and sub-section 2 of Section 49 particularizes the power and as per section 49(2) of the Insurance Act, the corporation made regulations known as the Life Insurance Corporation of India (Staff) Regulations, 1960 ("Staff Regulation" in short) and as a result of the amendment Act, the regulations and other provisions relating to the terms and conditions of service of employees of the corporation shall be deemed to be rules made by the Central Government under clause (cc) of Section 48(2) of the Insurance Act and the provisions of the Act or any other law for the time being in force shall have no application in respect of any matter to which the provisions of the staff regulations apply and in case of any conflict between the staff regulations and the Act or any other Law, the provisions of the staff regulations shall prevail and Regulation 8 of the Staff Regulations deals with temporary staff and sub-regulation 1 of Regulation 8, empowers the authorities mentioned therein to employ persons on a temporary basis in class III and class IV post and sub-regulation 2 of regulation 8, provides that no person appointed in a temporary basis shall be entitled to claim absorption in service or preference for recruitment to any post and at times, it becomes necessary for the corporation to appoint a limited number of persons on the basis of the terms of regulation 8, even though, its Central Office at Mumbai, seven zonal offices, divisional offices and nearly 2048 branch offices at various places all over the country are manned by persons appointed on a regular basis, in accordance with its statutory Recruitment Rules and such appointments are generally made pending recruitment of staff on a regular basis, which process usually takes over nine months, unforeseen absence of regular employees, during the operation of stay orders and awards, restraining recruitment of staff on a regular basis and such other similar situations and prior to the issuance of "Life Insurance Corporation of India (Employment and Temporary Staff) Instruction 1993 the appointment of persons on temporary basis was being governed by instructions issued by the Chairman of the Corporation from time to time and the instructions did not require the candidates for employment on temporary basis to have the eligibility conditions or to undergo the process of selection prescribed for appointment on a regular basis and such less rigorous conditions were stipulated for temporary appointment, because the temporary appointments were not envisaged to ripen into regular appointments and Regulation 8(2) Statutorily forbids the conversion of temporary appointment into employment

on a regular basis. It is further pleaded by the party no. 1 that at, the relevant time, recruitment on a regular basis was being made in accordance with the Life Insurance Corporation of India Recruitment (of Class III and Class IV) Instruction dated 27-11-79 ("the Recruitment Instructions" in short), which had been issued under Regulation 4 of Staff Regulations and had a statutory force and the Recruitment Instructions prescribed the procedure of the Recruitment and minimum and maximum age limit and educational qualification required for recruitment and at the relevant time, the appointment on temporary basis was by requisition through the employment exchange only and no advertisement inviting application was being issued in news papers, as in the case of recruitment on a regular basis and normally only that number of candidates is required to be sponsored by the employment exchanges as are required to be appointed and thus there is no selection from amongst the eligible candidates and there is no pre-recruitment test envisaged for appointment on a temporary basis for any post in class III and class IV and the candidates for temporary appointment are not interviewed by a committee, as required in regulation 7 (2) of the Staff Regulations, but by two officers and they are also not subjected to any medical examination prior to their appointment and the tenure of temporary appointment is normally for 85 days, but in case of successive vacancies or temporary requirement for longer duration, the temporary appointment is continued upto 150 days and the upper limit is fixed, in order to avoid breach of the Statutory provisions of Staff Regulations by way of appointment through back door and an interim award dated 15-01-1986 had been given by the National Industrial Tribunal (Tulpule Tribunal) forbidding the corporation from making recruitment on regular basis, during the pendency of the proceedings before it and Tulpule Tribunal gave an award on 17-04-1986 and on 01-06-1987, the Central Government referred the Tulpule award for interpretation U/s. 36 A of the Act to another National Industrial Tribunal presided over by Hon'ble Justice M.S. Jamdar and on 27-06-1987, the Jamdar Tribunal passed an order forbidding the corporation from recruiting persons on a regular basis, during the pendency of the proceeding before it and on 26-08-1988, the Jamdar Tribunal passed an award and the corporation being aggrieved by the Tulpule and Jamdar awards, filed the special leave petition no. 14906 of 1988, before the Hon'ble Supreme Court, challenging the Awards and during the pendency of the leave petition, the unions having expressed a desire to settle the matter, some terms of compromise were arrived at between the corporation and all the unions, barring one and the said terms of compromise, which had backing of 99% of the workmen were allowed to be implemented as an interim measure by the Hon'ble Supreme Court on 01-03-1989 and the leave petition was finally disposed of on 07-02-1996 (wrongly mentioned as 07-02-1986 in the written statement) and on

account of the aforesaid restraint orders, the corporation had to employ a large number of persons on adhoc basis to carry on the day-to-day administration and consequent to the interim order dated 01-03-1989 of the Hon'ble Supreme Court, as some time was necessary to initiate the process of recruitment on regular basis, adhoc appointments were made and the present workmen (45 in number) are all those, who had been appointed on adhoc basis under the circumstances mentioned above and they had been appointed in terms of letter of appointment issued to them which clearly stipulated the period for which they had been appointed or extended and the workmen have not acquired any rights under the Act or any other law and by virtue of the Insurance Act, 1956 and as amended in 1981 also, the workmen cannot be held to have acquired any right as a result of their adhoc appointments.

It is further pleaded by the party no.1 that the reference is made to decide matters which do not fall either under the second schedule or third schedule of the Act and therefore, the reference is bad in law and is liable to be dismissed on that ground and the workmen concerned had ceased to be in temporary employment, on the expiry of the period, for which they had been appointed on a temporary basis and they had not been terminated illegally and the Industrial Employment (Standing Orders Act, 1946) is not applicable to the corporation and by virtue of sub-section (2-C) read with sub-section (2-A) of section 48 of Insurance Act, the provisions of the Bombay Shops and Commercial Establishment Act are also not applicable to it. It is also pleaded by party no. 1 that workmen, namely Shri R. R. Bhowate, Shri S.S. Bodke, Shri N.N. Bhujade, Shri M. S. Gajbe and Shri Sanjay S. Patil had appeared in the test for regular appointment but all of them were unsuccessful in the examination and the workmen, namely, Shri N.N. Sonawale, Shri R.G. Thool and Shri Arun K. Dhoke, though were called for the test, they remained absent and the workmen are not entitled for any relief.

5. In support of the claim, the union has examined three witnesses, namely Shri Ranjendra Gopalrao Thool, Shri Dilip Vasudeo Masarkar, and Shri Kamlakar Damodar Deshpande besides relying on the documentary evidence. No oral evidence has been adduced by the party no. 1.

The examination-in-chief of the three witnesses examined on behalf of the union is on affidavit. All three of them have reiterated the facts mentioned in the statement of claim, in their examination -in -chief, However, in the cross-examination, witness Rajendra has admitted that he has filed the order of appointment and his order of appointment shows that his appointment was temporary and no test was taken before his appointment and he had accepted the appointment order and joined the work.

Witness Dilip in his cross-examination has admitted that he was given appointment orders from time to time for 80 days and his first appointment was for 30 days, which

was extended for 30 days more and finally the same was extended for another 20 days and no examination was held before his recruitment and he was not interviewed and his appointment was for specific period and after expiry of particular period, his service came to an end.

Witness K.D. Deshpande in his cross-examination has stated that in all 45 workers including himself were sponsored through the employment exchange and the appointment were made for 60 days only and the order was clear, informing the workers that the appointments would come to an end after the expiry of said 60 days and since a case was pending before the Hon'ble Supreme Court, the appoint was made for a specific period of 60 days.

6. During the course of argument, it was submitted by the learned advocate for the union that the petitioners were appointed as per the procedure and the corporation is an establishment covered by the Bombay Shops and Establishment Act, 1948 and as such, except the provisions of sections 13,14,15,17 & 18 of the Bombay Shops and Establishment Act, other provisions of the said Act are applicable to the corporation and in view of the provisions of section 38- B of the Bombay Shops and Establishments Act, 1948 and section 2- K of the Act, the corporation was bound to maintain a list of all temporary employees, whose services had been terminated and whenever there is a vacancy, it is obligatory on the part of the corporation to employ the employees from the said waiting list and the Standing Orders have got overriding effect. It was further submitted that as there is no recognized union in the corporation, all unions stand on the same footing, as per the judgment of the Hon'ble Bombay High Court reported in 1986 LIC-253 and the petitioners are entitled to the benefits of labour laws including re-employment, in view of the judgment of the Hon'ble Apex Court reported in 2009 (8) SCC-556 and sections 25-F, 25-G and 25- H of the Act are independent of each other and therefore, compliance with section 25-H is necessary. In support of such contentions, reliance has been placed on the decision of the Hon'ble Apex Court reported in (2009) (8) SCC-556 (MSRTC and another Vs. Kasterive Rajya Pariwahan Karmachari Sangathan), decision of the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur in Writ Petition No. 119 of 2005, judgment in complaint (ULP) no.344 of 2001 of industrial Court Nagpur, and the decision of the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur in Writ Petition no. 1510 of 1988.

7. On the other hand, it was submitted by the learned advocate for party no.1 that the union in question been no recognized by the LIC, has no right to file the complaint and all the 45 employees were appointed purely on temporary basis for a fixed period, mentioned in their appointment letters and after expiry of the said period, their appointments automatically came to an end and in

view of the Rules made by Central Government under clause (cc) of section 48 (2) of the Insurance Act, the provisions of the Act or any other law for the time being in force are not applicable to the corporation in the matter to which the provisions of Staff Regulations, 1960 apply and in case of conflict between the Act and the Staff Regulations, the Staff Regulations shall prevail and Regulation 8 of Staff Regulation deals with temporary staff and empowers the authorities mentioned therein to employ person on temporary basis to the post of Classes III & IV and it further provides that no person appointed on temporary basis shall be entitled to claim absorption in service or preference for recruitment to any post and as such, the provisions of the Bombay Shops and Establishment Act and the Industrial Employment (Standing Order Act) have no application to the corporation regarding the terms and conditions of appointment of the employees on permanent or temporary basis and as such the reference is devoid of any merit and is liable to be rejected. In support of such contentions, reliance has been placed on the decision of the Hon'ble High Court of Judicature at Bombay in W.P. No. 1655 of 2002 (Life Insurance Corporation of India Vs. Ravindra Vyankat Ladhe and others).

8. So far the documentary evidence is concerned the appointment orders of petitioners Shri Dilip W. Masarkar, and Shri R. G. Thool have been filed. On perusal of the appointment orders, it is found that the appointments were made for a specific period as per Regulation 8 of the Staff Regulation, 1960 and the appointment were made on temporary basis. It is also found from the said orders that there was specific mention that by such appointment, the employee would not be entitled to any other benefit or to be entitled to any preference for recruitment to any post or claim absorption / regularization in the service of the corporation and the appointment should come to an end on the expiry of the period mentioned in the appointment order. It is also found from the materials on record that accepting the conditions of the appointment orders, the petitioners joined with the corporation. In view of the definition of "retrenchment" as given in the Act, the termination of the services of the 45 workmen by efflux of period as stipulated in their appointment letters doesn't amount to "retrenchment" under the Act and the status of the 45 workmen was purely temporary, under regulation 8 of Staff Regulation of the corporation.

9. With respect, I of the view that the decision of the Hon'ble Apex Court as reported in 2009 (8) SCC -556 Supra and the decisions of the Hon'ble Bombay High Court Nagpur Bench in W.P. No. 119 of 2005 and 1510 of 1988 have no application to the present case at hand as the facts and the circumstances of the present case at hand are quite different from the facts and the circumstances of the cases referred in the above decisions.

10. The decision of the Hon'ble High Court of Bombay in WP No. 1655 of 2002 is a direct decision in regard to the point of controversy. The Hon'ble High Court of Bombay in its decision have stated as follows:

"Now in so far as the present case is concerned, it would be necessary advert first and for most to the Life Insurance Staff Regulations of 1960. These Regulations were initially framed by the corporation with the previous approval of the Central Government in exercise of powers conferred by Section 49 (2) of the Life Insurance Corporation Act, 1956. Regulation 8 in relation to temporary Staff provides thus:

Temporary Staff—

8 (1) notwithstanding anything contained in these Regulations, a Divisional Manager may employ staff in Classes III and IV on a temporary basis subject to such general or special directions as may be issued by the Chairman from time to time.

(2) No person appointed under sub-regulation (1) shall only by reason of such appointment be entitled to absorption in the service of the Corporation or claim preference for recruitment to any post.

Regulation 4 provides that the Chairman may, from time to time, issue such instructions or directions as may be necessary to give effect to, and carry out, the provisions of the regulations and in order to secure effective control over the staff employed in the Corporation. In so far as the members of the temporary staff are concerned, sub-regulation (2) of Regulation 8 specifically provided that no person appointed under sub-regulation (1) shall be entitled to claim absorption or preference for recruitment only by reason of such appointment.

Parliament amended the provisions of the Life Insurance Corporation Act, 1956 by Amending Act 1 of 1981. As a result of the amendment, clause (cc) was inserted in sub-section (2) of Section 48 which confers power upon the Central Government to make rules to carry out the provisions of the Act. By and as a result of clause (cc) as inserted, the Central Government is empowered to provide for the terms and conditions of service of the employees of the corporation. The rule-making power in Section 48 (2) (cc) extends to the following:

"(cc) the terms and conditions of service of the employees and agents of the Corporation, including those who became employees and agents of the Corporation on the appointed day under this Act".

Sub-section (2A) was also introduced in Section 48 by the Amending Act and it provides as follows :

(2A) The regulations and other provisions as in force immediately before the commencement of the life Insurance Corporation (Amendment) Act, 1981, with respect to the terms and conditions of service of employees and agents of the Corporation including those who became employees

and agents of the Corporation on the appointed day under this Act, Shall be deemed to be rules made under clause (cc) of Sub-section (2) and shall, subject to the other provisions of this section, have effect accordingly” (emphasis supplied)

As a result of Sub-section (2A), the Staff Regulations that were framed in 1960 are deemed to be Rules made under clause (cc) of Sub-section (2) of Section 48.

Sub-section (2B) of Section 48, as amended, provides that the rule making power that is conferred by clause (cc) of Sub-section (2) shall include the power to give retrospective effect to the rules; to amend the regulations and the provisions referred to in sub-section (2A) with retrospective effect from a date not prior to 20th June 1999. Sub-section (2C) of Section 48 has a significant bearing in the present case and provides thus:

“(2C) The provisions of clause (cc) of sub-section (2) and sub-section (2B) and any rules made under the said clause (cc) shall have effect, and any such rule made with retrospective effect from any date shall also be deemed to have had effect from that date, notwithstanding any judgment, decree or order of any court, tribunal or other authority and notwithstanding anything contained in the Industrial disputes Act, 1947 (14 of 1947), or any other law or any agreement, settlement, award or any instrument for the time being in force” (emphasis supplied)

The effect of Sub-section (2C) is to impart overriding effect to the provisions of clause (cc) of sub-section (2) as well as to any rules which have been made under clause (cc) notwithstanding any judgment, decree or any order of any Court or Tribunal or other authority and notwithstanding anything contained in the Industrial Disputes Act, 1947 or any other law or any other agreement, settlement or other instrument for the time being in force.

Regulation 8 of the Staff Regulation of 1960 which empowers the authority nominated therein to recruit classes III and IV personnel on a temporary basis is, therefore a rule within the meaning of Section 48(2)(cc). That is specifically provided for in sub-section 2A. A person appointed on a temporary basis under sub-regulation (1) of Regulation 8 is not entitled to absorption in the services of the Corporation or to claim preference for recruitment to any post. In exercise of the power conferred by Regulation 4, statutory instructions were issued by the Chairman of the Corporation on 28th June 1993 defining the method and manner of recruitment of temporary staff. These rules have overriding effect over the provisions of the Industrial Disputes Act, 1947. Sub-section 2C of Section 48 specifically provides so.

The amended provisions of the Life Insurance Corporation Act, 1956 came up for consideration before a Bench of three Learned Judges of the Supreme Court in *M. Venugopal Vs. Divisional Manager, Life Insurance*

Corporation of India, Machilipatnam (1994) 2 SCC 323. The Supreme Court held that as a result of the statutory fiction that is created by the provisions of sub-section (2A), regulations relating to the terms and conditions of service of employees and agents of the Corporation framed under Section 48 (2) (bb) shall be deemed now to be Rules under Section 48 (2)(cc) and all “such rules shall have overriding effect over the provisions contained in the Industrial Disputes Act, 1947 so far as the terms and conditions of employment of such employees who also conform to the requirement of the definition of “workman” under the Industrial Disputes Act, 1947 are concerned”. Construing these provisions, the Supreme Court held that the termination of the services of a person appointed as probationer under Regulation 14 shall be deemed to be in pursuance of the rules framed under Section 48 (2) (cc) and would have overriding effect over Section 2(oo) and Section 25F of the Industrial Disputes Act, 1947. The Court held thus:

The amendments introduced in Section 48 of the Corporation Act have clearly excluded the provisions of the Industrial Disputes Act so far as they are in conflict with the rules framed under section 48 (2) (cc). The result whereof will be that termination of the service of the appellant shall not be deemed to be “retrenchment” within the meaning of section 2(oo) even if sub-section (bb) had not been introduced in the said section. Once Section 2 (oo) is not attracted, there is no question of application of Section 25-F on the basis of which the termination of the service of the appellant can be held to be invalid. The termination of the service of the appellant during the period of probation is in terms of the order of appointment read with Regulation 14 of the Regulations, which shall be deemed to be now Rules under Section 48(2)(cc) of the Corporation Act”.

The Supreme Court noted that the constitutional validity of the Amending Act of 1981 was upheld in *A.V. Nachane Vs. Union of India* (1982) 1 SCC 205. The Court held that the wisdom of the legislature in either extending the protection of the provisions of the Industrial Disputes Act, 1947, or denying the same cannot be assessed by the Court unless it is held to be violative of any of the provisions of the Constitution.

“Earlier such employees used to be governed by the regulations framed by the Corporation under Section 49 of the Corporation Act as well as by the provisions of the Industrial Disputes Act, being “workman” within the meaning of that Act. It was up to them to enforce the rights or remedies in terms of the regulation so framed under the Corporation Act or in accordance with the provisions of the Industrial Disputes Act. But after the amendment, introduced by the Parliament in Section 48, the employees of the Corporation shall not be entitled to protections to which they were entitled before the coming into force of the amendment aforesaid. The amendments

cannot be held to be violative of Article 14 of the Constitution merely on the grounds that a section of the employees of the Corporation had the benefit or protection of the provisions of the Industrial Disputes Act, which now they have been deprived of. The wisdom of the legislature in extending the protection of the provisions of the Industrial Disputes Act or denying the same cannot be judged by the courts unless any such step held to be violative of any of the provisions of the Constitution”.

The decision of the Supreme Court concludes the present case. The Tribunal was in error in coming to the conclusion that the order of retrenchment must fail for failure to comply with the provisions of Section 25-F of the Industrial Disputes Act, 1947. The workmen were temporary workmen. Under the terms of their engagement, their services could be dispensed with and the power to dispense with a member of the temporary staff is implicit in Regulation 8 of the Staff Regulations of 1960. Upon the enforcement of the Amending Act of 1981, the regulation acquired the character of a rule framed under Section 48(2)(cc). The rule overrides the provisions of the Industrial Disputes Act, 1947 by virtue of the provisions of Section 48(2C)”.

11. Applying the principles enunciated by the Hon'ble Court as mentioned above to the present case at hand, it is found that the provisions of Industrial Employment Standing Orders 1946 and provisions of Bombay Shops and Establishment Act regarding appointment of employees are not applicable to the Life Insurance Corporation of India and Regulation 8 of Life Insurance Staff Regulations, 1960 is applicable to LIC and upon the enforcement of the Amending Act of 1981, the regulation acquired the character of a rule framed under Section 48(2)(cc) and the said rule overrides the provisions of the Act and other laws for the time being in force, by virtue of the provisions of section 48(2)(2C) of the Life Insurance Corporation Act and as such, the 45 affected workmen are not entitled for re-employment in preference over others, as per the provisions of Section 25- H of the Act and they are not entitled for any relief. Hence, it is ordered:

ORDER

1. The provisions of Industrial Employment Standing Orders 1946 and provisions of Bombay shops and establishment Act are not applicable to Life Insurance Corp'n. of India. Regulation 8 of Staff Regulations is applicable to LIC and the said rule has the overriding effect over the Act and any other law for the time being in force.
2. The status of 45 workmen (List attached) was temporary in nature and the termination of their services from LIC by efflux of period as stipulated in their appointment letters doesn't amount to 'retrenchment' under the provisions of ID Act, 1947.
3. The 45 such affected workmen are not entitled for

re-employment in preference over others, as per provisions of section 25-H of ID Act, 1947. The 45 affected workmen are not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2011

का.आ. 3164.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एल/सी/आर/126/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2011 को प्राप्त हुआ था।

[सं. एल-12012/112/1996-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 12th October, 2011

S.O. 3164.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/126/97) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 12-10-2011.

[No. L-12012/112/1996-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/126/97

Presiding Officer : SHRI MOHD. SHAKIR HASAN

The Secretary,
Indian National Bank Employees Federation,
Hardev Niwas, 9, Sanwer Road,
Ujjain (MP)

... Workman/Union

Versus

Zonal Manager,
Bank of India, Regional Office,
22, Yeshwant Niwas Road,
Indore

... Management

AWARD

Passed on this 2nd day of September, 2011

1. The Government of India, Ministry of Labour vide its Notification No.L-12012/112/96-IR(B-II) dated 12-5-97 has referred the following dispute for adjudication by this tribunal :—

“ Whether the action of the management of Bank of India in terminating the services of Shri P. K. Paul w.e.f. 28-11-95 is legal and justified? If not, to what relief the said workman is entitled?”

2. The case of the workman/Union is that the workman was employee of the Bank of India, Barwaha Branch. He was chargesheeted on 28-11-94 for committing irregularities. He replied on 13-12-94. However enquiry proceeding was initiated on 15-12-94. He was defended by the Defence Representative. During the course of enquiry, it was assured that if he would admit the charges then there would be minor punishment and on that assurance he signed over the proceeding. He denied the charges levelled against him. It is stated that there was no loss to the Bank. It is submitted that the workman be reinstated with back wages.

3. The management appeared and contested the reference by filing Written Statement. The case of the management, inter alia is that the workman was appointed in the service of the Bank on 15-4-89. He was admittedly served with a chargesheet on 28-11-1994 for committing interpolation in the record and for not depositing the amount of the account holder taken by him. It is stated that during departmental proceeding the workman admitted the charges voluntarily and gave in writing on 2-3-94. He had again admitted before the Disciplinary authority by his letter dated 8-2-95. He had also admitted during departmental proceeding on 24-4-95. It is submitted that the charges were of serious nature affected the function and reputation of the Bank and the action of the management be held just and proper.

4. On the basis of the pleadings, the following issues are for adjudication—

- I. Whether the departmental proceeding conducted by the management against the workman is just and proper ?
- II. Whether the management is required to lead evidence to prove misconduct against the workman ?
- III. Whether the punishment awarded to the workman is just and proper ?
- IV. Whether the workman is entitled to any relief ?

5. **Issue No. I & II** These issues are taken up as preliminary issues and after considering the materials on record and hearing the parties, the then Tribunal held on 17-9-2001 that the departmental enquiry conducted against the workman is just and proper. It is further held that the management is not required to lead any evidence to prove the alleged misconduct of the workman. These findings are not challenged in any court of law and are now absolute and final. Thus these two issues are already decided by the Tribunal on 17-9-2001.

6. **Issue No. III**

The only point raised on behalf of the workman is that the voluntary admission be treated under clause

19.12(e) of the Bipartite Settlement dated 19-10-1966 and instead of awarding the punishment of discharge or dismissal, some other punishment be imposed to him. It is better to reproduce the clause 19.12(e) below which is as follows—

An enquiry need not be held if :

- (i) the Bank has issued a show-cause notice to the employee advising him of the misconduct and the punishment for which he may be liable for such misconduct.
- (ii) the employee makes a voluntary admission of his guilt in reply to the aforesaid show-cause notice; and
- (iii) the misconduct is such that even if proved, the bank does not intend to award the punishment of discharge or dismissal.

However, if the employee concerned requests a hearing regarding the nature of the proposed punishment, such a hearing shall be given.

This clearly shows that at the very initial stage when the show cause is issued, the punishment is also to be suggested for which he may be liable for such misconduct. Secondly the bank does not intend to award the punishment of discharge or dismissal. .

7. In this background, now let us examine the evidence of the instant case. The departmental enquiry papers are admitted by the workman which is marked as Exhibit M/1. Paper Nos. 5/45 to 5/48 of the departmental enquiry shows that notice was sent alongwith chargesheet for submitting an explanation in writing in reply to the charges. This further shows that considering the nature of misconduct committed by the workman, the Disciplinary Authority also ordered for initiation of departmental enquiry. Thus it is clear that the show-cause notice was not issued alongwith suggesting the punishment to be imposed. Rather the intention of the Disciplinary authority was as such that the allegation of charges were serious and for that departmental enquiry was essential. The departmental enquiry papers further show that the Enquiry Officer was appointed who conducted the enquiry and thereafter enquiry report was submitted holding him guilty of the charges. The Disciplinary Authority considering the seriousness of the charges imposed the punishment of dismissal. The Appellate Authority also found that there was no merit in the appeal and had dismissed the appeal. Thus the fact and circumstances of the case clearly shows that the provision of clause 19(12)(e) of the Bipartite settlement dated 19-10-1966 is not applicable in the case of the workman. Considering the discussion made above and the materials available on the record, I do not find any reason to interfere in the order of punishment passed by the Disciplinary Authority and the same is confirmed by the Appellate Authority. This issue is, therefore, decided in favour of the management and against the workman.

8. Issue No. IV—

On the basis of the discussion made above, I find that the workman is not entitled to any relief. The reference is accordingly answered.

9. In the result, the award is passed without any order to costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2011

का.आ. 3165.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोलकाता के पंचाट (संदर्भ संख्या 09/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2011 को प्राप्त हुआ था।

[सं. एल-12012/215/2003-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 12th October, 2011

S.O. 3165.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 09/2004) of the Central Government Industrial-Tribunal Kolkata as shown in the Annexure in the industrial dispute between the management of Bank of India and their workmen, received by the Central Government on 12-10-2011.

[No. L-12012/215/2003-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT KOLKATA**

Reference No. 09 of 2004

Parties: Employers in relation to the management of
Bank of India

AND

Their workmen.

Present : MR. JUSTICE MANIK MOHAN SARKAR,
Presiding Officer

APPEARANCE:

On behalf of the : Mr. R. N. Majumder, Advocate
Management

On behalf of the : Mr. G.C. Chakraborty, Advocate
Workmen

State: West Bengal. Industry: Banking.

Dated : 9th September, 2011.

AWARD

By Order No.L-12012/215/2003-IR(B-II) dated
17-03-2004 the Government of India, Ministry of Labour in

exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Bank of India in terminating the services of Md. Sirajul Islam, Ex-Badlee Sepoy is justified and legal? If not, what remedy the workman is entitled to?”

2. The case of the workman, Md. Sirajul Islam is that earlier he was employed in the Indian Navy, Government of India, Ministry of Defence and he retired from the said service on 14-07-1983 and thereafter was in search of suitable employment as an Ex-serviceman. Subsequently, he appeared in the interview for employment as Badlee Sepoy with Bank of India at its Regional Office, Barasat on 24-03-1986 and 25-03-1986 and subsequently he received a letter of appointment issued on 26-03-1986 by the Manager, Behrampur Branch, Bank of India, Murshidabad. The management Bank, engaged the concerned workman since May, 1986 till the middle of 1997 intermittently. It is stated that in the management of Bank of India a system was prevailing to give regular employment on temporary basis due to leave vacancy pertaining to different branches of the Bank and accordingly a panel is prepared from amongst such Badlee Sepoy working in different branches of the Bank for the purpose of absorbing them in permanent vacancy against available vacant posts and the management Bank used to maintain a roster in this connection for the same. In pursuance to the same a panel was prepared in the month of March, 1986 pertaining to the Regional Office at Barasat for the post of subordinate staff and/or Grade-IV employees working on temporary basis and the said panel contained the names of 14 candidates in all, but the name of the present workman as also one Md. Akibar Rahman were left out though the said later person got an appointment at N.T.P.C. Thermal Power Project, Farakka and left the service of temporary Badlee Sepoy. The preparation of panel for the purpose of such absorption of candidates even from reserved category of Scheduled Caste and Scheduled Tribe candidates, the workman had an impression that there would be also a reservation for the Ex-servicemen for which he was alone candidate at that point of time, but his inclusion in such category was also not done. In lieu thereof the workman was retrenched from service by the Bank without any notice under Section 25F of the Industrial Disputes Act, 1947 and this was against the principles of equity and good conscience. The workman claimed that during his service with the management Bank from 1986 to 1997, sometimes he worked for more than 240 days in a year preceding the date of termination. So, the workman concerned raised an Industrial dispute before the conciliation officer and on failure of the said conciliation, this matter was referred to this Tribunal for adjudication by the Central Government.

3. The management in their written statement on reply, has submitted that the order of reference was without

and/or in excess of jurisdiction and was based upon a misconceived interpretation and erroneous understanding of the provision of law and the alleged dispute cannot be said to have assumed the character of an industrial dispute. It is further claimed that under the well settled principle of law casual and/or badlee workmen get work only in absence of temporary or otherwise regular employees and they do not have any guaranteed right of employment and their names are not borne on the muster roll of the establishment. It is further stated that the workman concerned was appointed on purely temporary basis at Behrampur Branch of the Bank from 27-05-1986 to 30-06-1986 for spraying water on khas khas tatties. He also rendered service purely on temporary basis at various branches in Murshidabad District against leave vacancies from time to time and he was never absorbed on permanent basis. His such temporary services were stopped from March, 1997. On being appointed purely on temporary basis as Badlee Sepoy, the service conduct rules for regular and permanent employees of the Award Staff category of Nationalized Banks as contained in the bipartite settlements are not applicable to him. It is further stated that there were many adverse reports received against the workman concerned regarding his conduct/honesty/integrity/doubtful behavior from various branches/Public/Government Organisations etc. and the said factors stood on the way for consideration of his absorption on permanent basis. The workman moved a writ application being W.P. No. 15254 (W) of 1997 before the Hon'ble High Court at Calcutta challenging the action of the employer Bank in disengaging him from March, 1997 and the said writ application was disposed by the Hon'ble High Court by order dated 30th September, 1997 directing the Zonal Manager of erstwhile Eastern Zone of the Bank to consider the case of the alleged workman concerned in his representation dated 22nd April, 1997 by giving him personal hearing and pass a reasoned order. Accordingly 25-02-1998 was fixed for personal hearing of the alleged workman and said hearing was done by the Zonal Manager of erstwhile Eastern Zone of the employer Bank and in course of such personal hearing the workman concerned admitted his dishonest conduct and act at Berhampur Post Office while purchasing stamps for the Berhampur Branch. Subsequently after considering all material fact, the conduct, integrity, honesty and antecedents of the workman concerned and also the contents of the representation dated 22nd April, 1997, the said Zonal Manager passed a reasoned and speaking order on 12th March, 1998 rejecting the case of the alleged workman as made out by him in his representation dated 22nd April, 1997. In respect of the claim of the workman concerned that he worked for more than 240 days on some occasion in one calendar year. The management Bank has denied such claim and has stated that he never worked for more than 150 days in any year from 1986 to 1997 excepting. In the year 1990 when he worked for 152 days. The

management Bank has stated that the concerned workman was appointed as a Badlee Sepoy on purely temporary basis on 22nd May, 1986 to spray water on khas khas tatties and thereafter he was requisitioned by various branches in Murshidabad District strictly on temporary basis to work as a Badlee Sepoy against leave vacancies. He was governed only by the terms of his employment applicable to him, which was purely for temporary period and since he never worked for 240 days or more, compliance of requirement under Section 25F of the Industrial Disputes Act, 1947 before disengaging him, did not rise and the workman concerned is not entitled to any relief as prayed for.

4. A rejoinder was filed by the workman concerned and it contained denial para-wise of the statement made by the management Bank and also reciting the same story as stated in his written statement of claim.

5. In the present reference the workman has alleged that his termination in the middle of 1997 was done by the employer arbitrarily and illegally and thus he claimed reinstatement to his service and also claimed back wages. On the other hand, the management employer side has claimed that the workman concerned was engaged purely on temporary basis as Badlee Sepoy for spraying water on khas khas tatties at different branches of the establishment of the Bank for limited period from 27-05-1986 to 30-06-1986. In the list of documents, Ext. W-01 is found to be the lone letter of appointment in favour of the workman concerned. It is found from the said appointment letter that the engagement of the workman, Sirajullislam was limited only for some days more beyond a month, from 27-05-1986 to 30-06-1986.

6. From the Pleadings of the respective parties it is found that the workman concerned was actually engaged as a Badlee Sepoy to work in leave vacancies from time to time and he was allowed to do such job even after expiry of the term of the appointment letter till March, 1997 when his temporary service was stopped by the management Bank.

7. Though the workman concerned has stated that in course of his engagement with the management Bank even as Badlee Sepoy, he has worked for more than 240 days in a year and thus became eligible to the protection under Section 25F of the Industrial Disputes Act, 1947. On the other hand, the management Bank has denied such claim of the workman concerned and has stated that in course of his relation with the employer Bank to do the service of Badlee Sepoy on leave vacancies at different branches of the management Bank in Murshidabad District and he never worked for 240 days or more in any calendar year or 12 calendar months and at best he worked for 152 days in a year in maximum and on other dates he worked different lesser periods in different years.

8. It is fact that in view of the present position of law in reference to the provision of Section 25B of the Industrial

Disputes Act, 1947, the actual working period of the workman to claim protection under Section 25F is for 240 days in a year and that claim by the workman shall be proved by him. Unfortunately, in course of the proceeding of the present reference, though the workman concerned was extended with all opportunities to produce his evidence, either oral or through documents, he failed to produce any supporting evidence in respect of his claim of working for 240 days or more in a year. In course of his cross-examination as WW-01, the workman himself was put questions in questionnaire way and he has stated that though he had worked for 12 years with the employer management Bank, but he never counted whether he worked for 240 days in a calendar year of 12 months and in respect of a question regarding supporting document to his claim for working for 240 days, he has stated that the attendance register on which he used to endorse reporting to duty was with the Bank and he did not produce such document and has further stated that if the said document is required, the Bank may be asked to produce it.

9. On the other hand, the management side has claimed that in 1986 the workman concerned worked for 36 days only and in 1987 he did not work at all and in the following year of 1988 he worked for 13 days only while in 1989 he worked for 123 days. This statement was given orally by the management witness. MW-01 and according to him the best number of days worked by the workman is in the year 1990 when he worked for 152 days. He also stated that he did not work for a single day in 1991 and 1992 and in 1992 he worked for 21 days. According to him the workman worked for 61 days in 1993 and 78 days in 1994 and in the following year of 1995 he worked for 31 days. In the concluding part of tenure of the workman concerned, he worked for 52 days in 1996 and before his termination in 1997 he worked for only one day in that year. This claim from the side of the management Bank was not confronted by the workman concerned even though the said witness being MW-01 was cross-examined by a learned Advocate on his behalf.

10. It is fact that one story is forthcoming from either sides that there was a process of absorption of this type of temporary and badli workers in the management Bank and the workman also considered for the same but since some allegation against the workman was reported to the management Bank, he was not absorbed and he remained in the same status as Badli Sepoy to work for a temporary period as substitute of the employees going on leave till before his discontinuation from the service with the employer Bank.

11. The Ld. Advocate for the management, Mr. Majumder has relied upon a decision reported in AIR 1976 SC 1111 and Mr. Majumder referred to the particular view of the Hon'ble Apex Court where it has been held—

“Words of multiple import have to be winnowed judicially to suit the social philosophy of the

statute. So screened, we hold that the transitive and intransitive senses are covered in the current context. Moreover, an employer terminates employment not merely by passing an order as the service runs. He can do so by writing a composite order, one given employment and the other ending or limiting it. A separate subsequent determination is not the sole magnetic pull of the provision. A pre-emptive provision to terminate is struck by the same vice as the post-appointment termination. Dexterity of diction cannot defeat the articulated conscience of the provision.”

Relying upon the said decision, Mr. Majumder submitted that initial appointment letter both, as initiation of employment and to terminate it on expiry of the date till which he was appointed, same is the situation here since in the initial appointment letter to the workman, date of commencement of service and the date of termination has been expressly described and such service of the workman was automatically terminated by efflux of time.

12. So finally it is found that before claiming protection under Section 25F of the Act, the workman is to prove that he has complied with the condition for claiming such a protection, in other words, the workman is to prove that he worked for 240 days in one calendar year or 12 calendar months preceding his termination, which he failed to prove.

13. Next comes the question as to whether a Badlee worker can claim his termination to come within the protective provision under Section 25F of the Act. It is found from the respective parties' case that the workman was principally engaged as a Badlee Sepoy as being a ex-defence personal and was provided with temporary work in different branches and offices of the management Bank, from time to time, to work in place of an employee going on leave or, in other words, to work in the leave vacancy. The status of this type of workman actually does not give any protection under Section 25F of the Act at the time of his termination. In this context, a reference can be made to the decision reported in (2005) 3 S.C.C. 409 (Karnataka S.R.T.C. v. S.G. Kotturappa), wherein the Hon'ble Apex Court held—

“The terms and conditions of employment of a Badli worker may have a statutory flavor but the same would not mean that it is not otherwise contractual. So long as a worker remains as a Badli worker he does not enjoy a status. His services are not protected by reason of any provision of the statute. He does not hold a civil post. Services of a Badli worker may be discontinued if for any reason is not found suitable for the job for which his services were utilized as Badli. A Badli worker is eligible for payment of wages only for the number of days

his services are utilized. Services of a temporary employee or a Badli worker can be terminated upon compliance with the contractual or statutory requirement. A dispute as regards purported wrongful termination of service can be raised only if such termination takes place in violation of the mandatory provision of the statute governing the services."

14. The Hon'ble Court, in the same decision has compared the status of the Badli worker as that of a probationer while it is held in this way-

"The status of a Badli worker cannot be better than a probationer. If the services of a probationer can be terminated for not being able to complete the period of probation satisfactorily, there is no reason as to why the same standard cannot be held to be applicable in the case of a Badli worker."

The Hon'ble Court in the same decision has further held—

"It is not a case where the respondent has completed 240 days of service during the period of 12 months preceding such termination as contemplated under Section 25F read with Section 25B of the Industrial Disputes Act, 1947. Badli workers thus did not acquire any legal right to continue in service, they were even not entitled to the protection under the Industrial Disputes Act nor were the mandatory requirement of Section 25F of the Industrial Disputes Act required to be complied with before terminating their service."

15. In another decision reported in (2004) 1 S.C.C. 605 (Radha Raman Samanta v. Bank of India) the Hon'ble Court has opined as the status of a Badli workman and in the said decision it is held—

"The definition of Badli workman under exception to Section 25C of the Industrial Disputes Act is limited only to the purpose of Section of 25C and not necessarily applicable to the facts arising in the present case. Badli workman only means a person who is employed as a casual workman who is working in place of another."

16. Thus it is found that the present workman is in no way coming within the protection fold of provision of Section 25F of the Industrial Disputes Act, 1947 since he is a Badli worker or a worker acting in place of some other going on leave and also doing work never for a period of 240 days which is the requirement of any worker to seek protection under Section 25F of the Act.

17. However, since the workman concerned was an ex-defence employee and since he rendered service with the management Bank for a considerable period, though for a limited purpose and limited days, the management Bank may look with sympathy to him for consideration in

the future recruitment, if any, though it is not clear what was the conduct of the workman concerned in course of his service with the management Bank as a Badli Sepoy as alleged by the management Bank. It is found that the management Bank has stated in course of present proceeding that once his absorption in the Bank was considered but some of his conduct best known to the management Bank, prevented him being considered for such absorption.

18. However, the position of law is otherwise. In view of the issues raised in the present reference, I am of the view that the termination of the workman concerned, Sirajul Islam as Badli Sepoy cannot be stated to be illegal, rather It was justified and legal since the workman concerned does not come within the protection of provision of Section 25F of the Industrial Disputes Act, 1947.

An Award is passed accordingly.

Kolkata, Dated,

The 9th September, 2011.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

नई दिल्ली, 12 अक्टूबर, 2011

का.आ. 3166.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर-पूर्व रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 34/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-10-2011 को प्राप्त हुआ था।

[सं. एल-41012/30/2007-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 12th October, 2011

S.O. 3166.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the industrial dispute between the management of North East Railway and their workmen, received by the Central Government on 12-10-2011.

[No. L-41012/30/2007-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, LUCKNOW

PRESENT

Dr. MANJU NIGAM, Presiding Officer

I. D. No. 34/2007

Ref. No. L-41012/30/2007-IR(B-I) dated: 25-07-2007

BETWEEN

The General Secretary
North East Railway Shramik Sangh
96/196, Purana Ganesh Ganj
Lucknow

(Espousing case of Shri Abdul Hamid)

AND

1. The Senior Section Engineer
Rail Path, North East Railway
Sitapur (U.P.)
2. The Assistant Divisional Engineer
North East Railway
Sitapur (U.P.)

AWARD

1. By order No. L-41012/30/2007-IR (B-I) dated 25-07-2007 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the General Secretary, North East Railway Shramik Sangh, 96/196, Purana Ganesh Ganj, Lucknow (Espousing case of Shri Abdul Hamid) and the Senior Section Engineer, Rail Path, North East Railway, Sitapur (U.P.) and the Assistant Divisional Engineer, North East Railway, Sitapur (U.P.) for adjudication.

2. The reference under adjudication is :

"Whether the Action of the Management of North East Railway in not granting Temporary Status w.e.f. 1-1-75 to Shri Abdul Hamid even though he has Completed 120 days on 31-12-74 and Granted Temporary Status w.e.f. 16-9-1981 after a gap of six years is Justified ? if Not, to what relief he is entitled ?"

3. The case of the workman's union, in brief, is that the workman Abdul Hamid was employed as temporary Hammer Man on 10-02-1974 under Senior Section Engineer (Rail Path), NER, Sitapur and completed 123 days' working in 4 months i.e. from 27-08-74 to 31-12-74. It has been alleged by the workman's union that as per Rules, after completion of 120 days working in 4 months the workman should have been screened and posted against regular post; but he was deprived of the benefits of temporary status and contrary to this was given temporary status on 16-09-1981 instead of 1-01-75 the date when he completed 120 days' working. It has been further submitted by the workman's union that the workman made various representations, before the management, to provide him temporary status w.e.f. 1-01-75 instead of 16-09-81; but all in vain. Accordingly, the union has prayed that the workman concerned be given temporary status w.e.f. 1-01-75, the date when he completed 120 days' continuous working in 04 months.

4. The copy of the statement of claim was furnished to the authorized representative on 22-05-2009 and 24-07-2009 was fixed for written statement; but on 24-07-2009 the authorized representative of the management moved an application, paper No. D-10, seeking time to file written statement and accordingly, 18-9-2009 was fixed for written statement. Thereafter, the case was listed on 18-09-2009, 23-10-2009, 11-12-2009, 5-02-2010, 18-03-2010, 26-05-2010, 25-06-2010, 11-08-2010, 27-09-2010 and 1-11-2010 but none turned up from the opposite party nor filed any written statement nor any application seeking adjournment. Accordingly, it was presumed that the opposite party is not interested in contesting the case and the case was ordered to proceed ex-parte against the management vide order dated 01-11-2010 and next date 15-12-2010 was fixed for workman's evidence.

5. The authorized representative of the workman's union was present on 1-11-2010 and he noted the date for 15-12-2010 but did not file any evidence on 15-12-2010, accordingly, next date 12-1-2011 was fixed for further orders. The case was taken on 12-01-2011, 23-03-2011, 8-04-2011, 3-05-2011, 3-08-2011 and 28-09-2011 but none appeared on behalf of the workman's union, except for 8-04-2011, to file any evidence. However, the authorized representative of the workman's union put his appearance and filed list of documents in support of his case. Keeping in view the long pendency of the case and reluctance of the parties to contest the case, the file was reserved for award, keeping in view the long pendency of the case from the year 2007.

6. Perused the entire evidence on record.

7. The workman's union has filed list of documents dated 8-04-2011 in support of his claim; wherein he has filed photocopy of casual labour card, official correspondence, which does not include any representation from the workman as pleaded by the workman's union in its statement of claim. The management has not turned up to file any written statement in support of his case.

8. The case of the workman's union is that the workman was employed as temporary Hammer Man on 10-02-1974 and completed 123 days' working in 4 months i.e. from 27-08-74 to 31-12-74 and accordingly, was entitled for grant of temporary status w.e.f. 01-01-75 but was granted the same w.e.f. 16-01-1981.

9. Per contra, the management of the railway has not bothered to deny the claim of the workman even by filing an objection or written statement, stating therein that its action in granting temporary status to the workman w.e.f. 16-01-1981 was just and proper.

10. It is well settled that if a party challenges the legality of order, the burden lies upon him to prove illegality of the order and if no evidence is produced by the party, invoking jurisdiction of the court, must fail. In the present case burden was on the workman's union to

set out the grounds to that the action of management of NER railway granting temporary status to the workman w.e.f. 16-01-1981 was unjust and he was entitled for grant of the same w.e.f. 1-01-75. It was the case of the workman's union that the workman was deprived of temporary status on completion of 120 days' continuous working in 4 months; and he was entitled for grant of temporary status w.e.f. 1-01-75 but he was granted the same w.e.f. 16-01-1981. This claim was not been denied by the management by the way of filing a written statement, accordingly, the case was ordered to proceed ex-parte against the management and the workman was afforded opportunity to lead evidence. In the circumstances, it was incumbent upon the workman to lead evidence to show that he was actually entitled for grant of temporary status w.e.f. 1-01-75.

11. In the present case the workman's union has not turned to substantiate his case by way of filing any oral evidence. Merely pleadings are no substitute for proof. It was obligatory on the part of workman's union to come forward with the evidence in support of his pleading that the workman's entitlement for temporary status fell on 1-01-75; but he was deprived of the same, was granted temporary status w.e.f. 16-01-81; but the workman's union failed to forward any evidence in support of its claim as it did not turn up after filing statement of claim before this Tribunal. There is no reliable material for recording findings that the alleged injustice was done to the workman.

12. Accordingly, the reference is adjudicated against the workman's union; and as such, I come to the conclusion that the concerned workman, Abdul Hamid is not entitled to any of the relief(s) claimed by him.

13. Award as above.

LUCKNOW.
29-09-2011.

Dr. MANJU NIGAM, Presiding Officer
नई दिल्ली, 13 अक्टूबर, 2011

का.आ. 3167.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पी. जी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चण्डीगढ़ के पंचाट (संदर्भ संख्या 95/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2011 को प्राप्त हुआ था।

[सं. एल-42012/82/2004-आईआर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी
New Delhi, the 13th October, 2011

S.O. 3167.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 95/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure in the industrial

dispute between the management of P.G.I and their workman, received by the Central Government on 13-10-2011.

[No. L-42012/82/2004-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT-II, CHANDIGARH

PRESENT : SRI A. K. RASTOGI, Presiding Officer

Case No. I.D. 95/2005

Registered on 17-5-2005

Sh. Major Singh, S/o Sh. Achhar Singh, House No. 873,
Sector 43-A, Chandigarh

... Petitioner

Versus

The Director, PGI, Sector-12, Chandigarh

... Respondent

APPEARANCES

For the Workman : Sh. Vikas Cuccria
For the Management : Sh. Yogesh Putney

AWARD

Passed on September 12, 2011

Government of India vide Notification No. L-42012/82/2004-IR (CM-II) Dated 15-4-2005, by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-section (2A) of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), has referred the following Industrial Dispute for adjudication to this Tribunal :—

“Whether the action of the management of PGI, Chandigarh in terminating the services of Sh. Major Singh, Tractor Driver, w.e.f. 3-10-2000 is legal and justified? If not, to what relief the workman is entitled and from which date?”

The workman has raised industrial dispute by stating that he had been employed by the Executive Engineer of the respondent after conducting the driving test. He worked as a driver on daily wages from 1998 to 2000. Though the sanction for the post was received even after year 2000 but the SDO terminated the services of the workman to appoint his nephew Mr. Sanjay in his place. His services were terminated orally in violation of the provisions of Section 25-F of the Act though he had put in more than 240 days service in each year. The job still exists but he was not offered re-employment. He has alleged the violation of Section 25-H of the Act also. The workman has claimed his reinstatement with back wages and continuity of service.

Claim was contested by the management. According to it the workman had not been recruited in due process of law through any Employment Exchange. His engagement during the period 1998 to 2000 was intermittent also. It was denied that he had completed 240 days of service as

required under the law. It was further stated that he had been engaged on daily wages from time to time and day to day requirement. There was no requirement of driver after 2-10-2000 for a period of three months. In March 2001 when the requirement was felt Mr. Sanjay was engaged for a short period of three months, as the workman had not responded to the calls of the respondent to avail the fresh sanction issued by the management in March 2001. It was denied that the workman had been retrenched to accommodate Mr. Sanjay in his place by the SDO. Since there is no retrenchment, the provisions of Section 25H of the Act are not attracted. There was no violation of Section 25F of the Act also.

In support of his case the workman filed his affidavit while on behalf of the management the affidavit of Mr. Kishori Lal, Hospital Engineer Construction was filed. The workman did not turn up for his statement. In fact he did not turn up after 13-9-2008. He remained absent despite notice sent to him on 13-5-2010 and by registered post on 13-7-2010. Besides the affidavit, the management has also filed copies of muster roll Exhibit MW1/1 to Exhibit MW1/12.

As the workman did not appear even after notice sent by registered post and as per the postal endorsement workman was not available on the given address, the case proceeded ex parte against him, vide order dated 11-08-2010.

I have heard the learned counsel for the management and perused the evidence on record.

For the entitlement of the benefit of Section 25F of the Act the workman must have been in continuous service for not less than one year. According to the definition Clause contained in Section 25B of the Act he will be deemed to be in continuous service for a period of one year if during the period of 12 calendar months preceding the date of his termination he has actually worked for not less than 240 days. In this case the relevant question is whether the workman worked for 240 days during the period of 12 calendar months preceding the date of his termination. His services were terminated on 3-10-2010. Thus he worked up to 2-10-2000. Therefore the relevant period for counting 240 days service is from 3-10-1999 to 2-10-2010. Muster roll Exhibit MW1/9 to MW1/12 relates to this period. Even if the entire period of his service in the month of October 1999 is considered he worked only for 105 days in the relevant 12 calendar months preceding the date of his termination. Therefore he was not entitled to the benefit of Section 25F of the Act.

The workman has not controverted the plea of the respondent that after receiving fresh sanction for the post he had been asked by the management to avail the benefit of the sanction but he did not turn up and therefore another man was engaged for the job. Under the circumstances the provisions of Section 25H of the Act do not appear to have been violated.

From the above going discussion it is clear that the action of the management of PGI Chandigarh in terminating the service of the workman is legal and justified. The workman is not entitled to any relief. Let two copies of the Award be send to the Central Government for further necessary action.

A. K. RASTOGI, Presiding Officer

नई दिल्ली, 13 अक्टूबर, 2011

का.आ. 3168.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 47/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-10-2011 को प्राप्त हुआ था।

[सं. एल-22012/19/2008-आईआर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 13th October, 2011

S.O. 3168.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 47/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the industrial dispute between the management of M/s. Mohanadi Coal-fields Limited and their workman, received by the Central Government on 13-10-2011.

[No. L-22012/19/2008-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present: Shri J. Srivastava, Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 47/2008

Date of Passing Award-26th September, 2011

Between :

The Project Officer, Jagannath Colliery,
M/s. Mahanadi Coalfields Limited.
PO. Balanda, Dist. Angul, Orissa.

1st Party-Management

And

Their workman represented through the Secretary,
Talcher Coal Mines Employees Union, At./PO.
South Balanda, Dist. Angul, Orissa.

2nd Party-Union

APPEARANCES:

Shri R.K. Senapati,
Authorized Representative
Shri B. N. Pani,
General Secretary

For the 1st Party-
Management
For the 2nd Party-
Union.

AWARD

An industrial dispute between the management of M/s. MCL and their workman has been referred to this Tribunal for adjudication in exercise of the powers conferred by clause (d) sub-section (1) of Section 10 of the Industrial Disputes Act, vide Ministry of Labour Government of India's letter No. L-22012/19/2008-IR (CM-II) dated 9-6-2008.

2. The dispute as referred to is mentioned below :

"Whether the action of the Management of Jagannath Colliery of M/s. MCL vide his order dated 9-02-2009 in refusing employment to Sri Kastu Sahoo, Sr. E.P. (Trainee), Cat.-II of Jagannath Colliery w.e.f. 9-02-2004 to 22-11-2004 is legal and justified? To what relief is the workman concerned entitled?"

3. The 2nd Party-Union espousing the cause of the disputant-workman has stated in its statement of claim that the workman was initially appointed as Category-I Mazdoor in Lingaraj OCP vide appointment order No. 81, dated 1-9-1998 for losing his lands for Lingaraj OCP as nominee of his father Shri Kalandi Sahoo of Village Langioda. He had physically handed over the scheduled lands to the Project Officer, Lingaraj OCP, in token of which the latter had issued clearance letter. Thereafter the workman was allowed to join in Lingaraj OCP on the aforesaid appointment letter. Meanwhile he was transferred to Jagannath OCP where he was working as Senior E.P. (Trainee) Category-II. All of a sudden the Project Officer, Jagannath OCP stopped the attendance of the disputant workman Shri Kastu Sahoo vide his letter No. 721 dated 9-2-2004 with a direction to handover the vacant possession of the home/homestead land against which he got his employment. On receiving the said letter the workman replied vide his letter dated 24-2-2004 that the allegation made in the letter dated 9-2-2004 is incorrect. He had already vacated his share of land with homestead land before his employment and he is now residing with his family in Quarter No. 46, Block-6, Sector-I8 of Central Colony which was allotted to him by the Management. But the Management did not reply nor allowed him to resume his duties. Later on the Project Officer of Jagannath OCP vide his letter No. 7198 date 25-11-2004 at his own allowed him to resume his duties, but did not spell anything about the wages for the period forced absent from 9-2-2004 to 24-11-2004. In this way the action of the Management in refusing employment from 9-2-2004 to 24-11-2004 was arbitrary, illegal and unjustified. Therefore, he is entitled to get full wages for those days of forced absence and other financial benefits accrued to him.

4. The 1st Party-Management has stated in reply that appointment to the workman Shri Kastu Sahoo was given as nominee of Shri Bichhanda Sahoo in MCL for loss of his land and house in the village Langijoda acquired for Lingaraj Opencast Project. As per the condition stipulated for employment which was accepted by Shri Kastu Sahoo the joining was provisional subject to fulfilling the condition of vacating the home/homestead land and not obstructing mining operation. But after having been employed Shri Sahoo and his family members unilateral violated the said service condition and obstructed the operation at Lingaraj OCP. The said act on the part of the workman was reported by the CGM, Lingaraj Area with a request to stop the employment of Shri Kastu Sahoo along with others vide letter dated 30-1-2004. Accordingly a letter was issued by the 1st Party Management to Shri Kastu Sahoo for vacation of home/homestead land vide letter dated 9-2-2004. Although the employee concerned continued to be in the employment without fulfilling the conditions of employment, yet the Management did not terminate the employee. Instead it stopped the attendance giving a chance to comply the conditions i.e. to handover the land free from encroachment and also to withdraw the obstruction. At last the employee concerned withdrew the obstruction and handed-over the land physically. After receipt of confirmation from Lingaraj OCP the employee was again allowed back in service vide letter dated 25-11-2004. As such the employee is squarely and fairly responsible for his non-employment for the intervening period from 9-2-2004 to 22-11-2004. It is wrong to allege that Shri Kastu Sahoo had handover his home/homestead land in vacant position to Lingaraj Area Management prior to his employment in Lingaraj OCP. As such the claim of the 2nd Party-workman is not genuine and stoppage of work was neither arbitrary nor intentional. Therefore the question of payment of wages for the period from 9-2-2004 to 23-11-2004 does not arise.

5. On the pleadings of the parties following issues were framed.

ISSUES

1. Whether the action of the Management of Jagannath Colliery of M/s. MCL vide his Order dated 9-2-2004 in refusing employment to Shri Kastu Sahoo, Sr. E.P. (Trainee), Cat.-II of Jagannath Colliery with effect from 9-2-2004 to 22-11-2004 is legal and justified ?

2. To what relief the concerned workman is entitled ?

6. The 2nd Party-workman Shri Kastu Sahoo has examined himself as W.W.-1 in evidence and proved four documents Ext.-1 to Ext.-4. The 1st Party-Management has examined Shri A.K. Parija as M.W.-1 and filed Photostat

copies of certain documents, but did not prove and exhibited those documents.

FINDINGS

ISSUE No. 1

7. As per case of the 2nd Party-Union the disputant workman was appointed as Category-I Mazdoor in Lingaraj O.C.P. as land oustee. Later on he was transferred to Jagannath O.C.P. where he was working as Senior E.P. (Trainee), Category-II. During his tenure at Jagannath O.C.P. the Project Officer, Jagannath O.C.P. stopped attendance of the disputant workman with effect from 9-2-2004 on the ground that he had not handed-over the vacant possession of home/homestead land to the Management of MCL against which he got his employment. He was refused employment on that basis till 24-11-2004. Later on, the Project Officer of the Jagannath O.C.P. suo-moto allowed him to resume his duties but did not release wages for the period of forced absence of the disputant workman.

8. The contention of the disputant workman is that he had handed-over the vacant possession of his home/homestead land to the Management of MCL before his employment. He has further stated that he is residing with his family in Quarter No. 46, Block No. 6, Sector-18 of Central Colony, which was allotted to him by the 1st Party-Management. According to him this fact shows that he has not occupied his home or homestead land against which he had got his employment. It is not a disputed fact that the disputant workman was given provisional appointment subject to handing over the vacant possession of his home/homestead land to the Management and making no obstructions or resistance in mining operation.

9. From the evidence led by the parties it is not clear as to when the vacant possession of the home/homestead land was given by the disputant workman to the Management. The burden lies on the disputant workman to prove the date of handing over the actual possession of the home/homestead land to the Management for mining purposes. The disputant workman has not filed any document showing handing over the vacant possession of his home/homestead land to the Management. As such it cannot be presumed that he had handed-over his home/homestead land to the Management before joining duties at Lingaraj O.C.P. at the time of initial appointment. He has also not led any oral evidence of nearby dwellers to prove the fact that he had handed-over the vacant possession of his home/homestead land to the Management before joining his duties at Lingaraj O.C.P. The Project Officer, Jagannath O.C.P. as such stopped the attendance of the disputant workman with effect from 9-2-2004 and directed him to handover the vacant possession of the home/homestead land to the Management. The disputant workman was not allowed to join duties till the home/homestead land was not handed-over to the Management.

He was allowed to join his duties vide letter No. 7198, dated 25-11-2004 of the Project Officer of Jagannath O.C.P. learning about the handing over of the vacant possession of the home/homestead land by the disputant workman. Since the disputant workman has failed to prove as to when the home/homestead land was handed over by him to the Management, the action of the Management in refusing employment to the disputant workman from 9-2-2004 to 24-11-2004 cannot be said to be arbitrary, illegal and unjustified and the wages for that period were rightly not paid to the disputant workman. Issue No. 1 is thus decided against the 2nd Party-Union.

ISSUE No. 2

10. In view of the findings recorded under Issue No. 1 the disputant workman does not seem to be entitled to any relief.

11. Reference is answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 14 अक्टूबर, 2011

का.आ. 3169.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम कैंट्री के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं.-II, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/55 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-10-2011 को प्राप्त हुआ था।

[सं. एल-40011/33/2003-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 14th October, 2011

S.O. 3169.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/55 of 2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Mumbai as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Telecom Factory and their workmen, which was received by the Central Government on 14-10-2011.

[No. L-40011/33/2003-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI

PRESENT, K. B. KATAKE, Presiding Officer

REFERENCE No. CGIT-2/55 of 2005

Employers in Relation to the Management of Telecom Factory

The Chief General Manager
Telecom Factory
Bharat Sanchar Nigam Ltd.
Deonar
Mumbai 400 088.

AND

THEIR WORKMEN

The National Union of BSNL Workers
Lokmanya Co-op. Housing Society
Sector-5, Charkop
Kandivli (W)
Mumbai.

APPEARANCES :

FOR THE EMPLOYER : Mr. S.B. Kadam, Advocate.

FOR THE WORKMEN : Mr. J. H. Sawant, Advocate
Mumbai; dated the 10th August, 2011

AWARD

The Government of India, Ministry of Labour and Employment by its Order No. L-40011/33/2003-IR (DU) dated 15-2-2005 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of the Chief General Manager, Telecom Factory, Bharat Sanchar Nigam Ltd., Mumbai in not absorbing S/Shri A.S. Malaikar, N.S. Kotian, K. Prusty, A.J. Poipkar and G.S. Sawant in the posts of Examiner w.e.f. 8-7-1992 with all consequential benefits is legal and justified? If not, to what relief the workmen are entitled?”

2. After receipt of the reference from the Ministry, both the parties were served with notices. They appeared through their representative. The second party union has filed its statement of claim at Ex-5. According to them, the management by its notice dated 2-1-1991 invited applications for selection of candidates for the post of Basic Tradesman (Examiner Grade-II) in the semi-skilled grade of Rs. 800-1150 from amongst the skilled workmen. The five following workmen had applied for the trade test and they were declared as successfully passed the trade test. They are; (1) Shri A.S. Malaikar (2) Shri N. S. Kotian (3) Shri K. Prusty (4) Shri A.J. Poipkar & (5) Shri G.S. Sawant. Management posted these five workers in shop No. 37 to work in the posts of Examiner Grade-II. These five workmen were promoted as basic tradesmen in the semi-skilled cadre for their ultimate absorption in the skilled trade of Examiner Grade-II in the scale of Rs. 950-1500, as they have completed their training successfully. They have also passed the trade test for the post of Examiner. They were attending the full-fledged

independent work attached to the post of Examiner right from 8-7-1992. The management has also issued a certificate to them.

3. These five workmen were working in the posts of Examiner continuously since 8-7-1992 and they were formally required to be absorbed and regularized in the said post and they were entitled to the pay scale attached to the post of Examiner. However, the management denied their right to be absorbed in the said promotional post of Examiner w.e.f. 8-7-1992. These five workmen suffered monetary and other losses perpetually. The other workmen junior to them were promoted and confirmed in the post of Examiner w.e.f. 22-7-1992. The management has given discriminatory treatment to these five workmen. The workmen made repeated request to the management for their regularization. However, the management neglected their demand. Therefore the union approached to ALC (C), Mumbai. ALC (C) called both the parties for conciliation. As conciliation failed, ALC made a report to the Government and Government has made the reference to this Tribunal. The union therefore, prays that the action of management be declared as illegal and bad in not absorbing the above referred five workmen in the post of Examiner and also prays to direct the management to regularize and confirm these workmen in the post of Examiner w.e.f. 8-7-1992 with all consequential benefits and also prays for cost of the reference.

4. The first party management resisted the statement of claim vide its written statement at Ex-10. According to them, the claim of the union is misconceived and devoid of merit. According to them, the rights of the concerned workmen stood abolished since 6-3-1992 in pursuance to the order dated 1-1-1992 issued by Government of India, Ministry of Communication, Department of Telecom, New Delhi. The application filed after 13 years of the abolition of rule is not maintainable in the eye of law. The union has filed application and seeking the relief 10 years after the cause of action had arisen. There is inordinate delay in taking this issue. There is no explanation or justification for the delay. Thus the claim is time barred and deserves to be rejected. During last 10 to 12 years there are several administrative and organizational changes taken place at the Telecom Factory and the claim of the union is apparently barred by law of limitation.

5. The union has raised the dispute before Conciliation Officer 10 years after the alleged cause of action. Ministry also rejected the reference on the ground of delay. Therefore applicants have filed writ before Hon'ble High Court. The Hon'ble High Court has directed the Government to refer the dispute for adjudication. Accordingly the matter came to be referred by the Labour Ministry. Hon'ble High Court has also not expressed any opinion in respect of the delay. The claim of the union is thus time bound and legally not maintainable.

6. The Telecom Factory at Mumbai is a Central Government Industrial Organisation. The Government has converted this Telecom Factory alongwith Telecom Factories existing in the country into Bharat Sanchar Nigam Ltd. (BSNL) a separate entity incorporated under Companies Act. w.e.f. 1-10-2000. The conversion of Telecom factories into Corporation had not only brought about change in the administrative and organization set but also introduced changes in governing service conditions of the staff. The process of absorption of employees of Telecom Factory into newly formed BSNL w.e.f. 1-10-2000 and the same has been completed. The employees permanently absorbed in BSNL were granted new payscales. The employees of Telecom Factory cease to be Central Government employees since 1-10-2000. The trades of Examiner Grade I & II were merged and introduced new trade of Examiner (Mechanical) and Examiner (Electricals and Electronics) In skilled cadre having common pay scale of Rs. 950-1500. The trade of Basic Tradesmen was abolished and the vacancies in skilled trades against departmental quota in the trades where no semi-skilled workers available to be filled through a trade test open to all the semi-skilled workmen by way of direct recruitment. The said change in the service conditions were implemented w.e.f. 6-3-1992. In view of these alterations and modifications, the union is not entitled to claim the relief of promotions. There is no rule or valid ground to promote these five workers. The demand of the union is baseless and not tenable in the eye of law.

7. According to the first party, the Telecom Factory situated at Mumbai consists of mainly of two categories of staff viz regular establishments known as non-industrial staff, comprising Group A, B, C & D staff and industrial establishment, consisting of various categories of workers engaged in production activity on the shop floor of the factory. They are classified into five categories known as unskilled, semi-skilled, skilled, highly skilled and supervisory. The workmen concerned belong to industrial establishment, thus governed by the rules of promotion of industrial staff. It is as per the trade test conducted by local test board. The eligibility conditions, work experience, qualification etc prescribed for each trade had been specified in the job description/syllabus of each trade. There is no direct channel of promotion to the skilled grades. The union wants absorption of these five workmen under the old rules which came to be abolished w.e.f. 6-3-1992. The first party denied all the averments in the statement of claim and prays that the claim of the union is devoid of merit therefore they pray that the reference be dismissed with cost. The union has filed rejoinder at Ex-11. They have denied the allegations made in the written statement and repeated the contents of their claim.

8. Following are the issues framed by my Id Predecessor for my determination. I record my findings thereon for the reasons to follow:

Sr.No.	Issues	Findings
1.	Whether S/Shri A.S.Malaikar, N.S.Kotian, K.Prusty, A.J.Poipkar and G.S. Sawant are entitled to claim post of Examiner w.e.f. 8-7-1992 ?	Yes.
2.	Whether they are entitled for all consequential benefits?	Yes.
3.	Whether demand became stale since taken up at very belated stage?	No.
4.	What order?	As per final order.

REASONS

Issues nos.1&2:—

9. In this respect, the fact is not disputed that the management had invited application for selection of candidates for the posts of Basic Tradesmen (Examiner Grade-II) in the skilled grade of pay scale of Rs. 800-1150 from the semi-skilled workmen. The notice dated 2-1-1991 to that effect is on record at Ex-29. The result of the said test was declared by memorandum on record at Ex-22. It shows these five workmen were allowed to appear for the trade test and they were qualified. Exhibit-22 is the list of 23 candidates who have applied for the said test. Out of them few were absent. Many were found, not qualified. However the five workmen under reference were found qualified. They were also promoted by the memorandum dated 25-07-1991. The same is at Ex-23. As per this memorandum, these semi-skilled tradesmen were promoted as skilled trade of Examiner Grade-II in the scale of Rs. 950-1500. On promotion initially they were posted in inspection shop and from 15-07-1991, they were posted in S.T.D. (P.B.) Shop no. 37. The copy of memorandum showing result of trade test is at Ex-24 wherein these five workmen were shown qualified for the post of Examiner in S.T.D. pay phones Shop no. 37. The letter written by Assistant Manager dated 23-09-1993 is on record at Ex-25. As per this letter, these five workmen were shown as Examiner of inspection section and directed to work in STD pay phone inspection w.e.f. 01-10-1993. In this respect the Id adv for the second party workman pointed out certificate issued by the concerned officer of first party to Mr.Malaikar. It is at Ex-26. As per this certificate, it is mentioned that A.S.Malaikar was working with them as Examiner for fourteen years as a regular employee and was drawing pay of Rs.2895. This certificate was issued on 20-12-1995. The entry pass issued by first party to Mr. Malaikar is at Ex-37 where he is shown as Examiner. Pay slip of workman Mr. Kotian is also placed

on record at Ex-38 wherein he is shown as Examiner. Even in a recent document i.e. shift duty letter Ex-33 Mr. Poipkar and Mr. G.S. Sawant were shown as Examiners. In the order dated 15-9-2010 (Ex-34) issued by the DGM (QC), Mr. A.J. Poipkar and Mr. G.S. Sawant were shown as Sr. Examiner transferred from JC and IGI to AP Inspection Section. In a letter dated 9-8-2001 (Ex-36) issued by Personnel Officer of first party for grant of special increment for promoting small family norms, Mr. S.N. Kotian is shown as Examiner. In this respect, the version of MW-1 in his cross-examination at Ex-21 is unacceptable that the designation of these workers written on entry pass, order and letter etc. were mentioned wrongly.

10. It is the case of the first party that these workmen neither appeared for any such test nor were promoted to the post of Examiner. According to first party the post of Basic Tradesman is abolished and these workers were absorbed as semi-skilled workers. According to them, the rules of promotion were changed and these workers have not qualified for the post of Examiner as per the new rules. The version of first party is not supported by the documentary evidence on record. On the other hand the documentary evidence on record discussed hereinabove are supporting the version of party no.2. In number of documents, management itself has shown these workers as Examiners. There is also result on record at Ex-22 which shows that these workmen had appeared for the trade test of Basic Tradesmen and they were qualified on 04-04-1991. The memorandum of result Ex-24 shows that these Basic Tradesmen i.e. the five workmen under reference had appeared for the test of Examiner and they all were qualified for the same. The other documents referred above also indicate that even the management has recognized them as Examiners. All these documents support the version of the workmen. It is well settled principle of law of evidence that a person can lie, document does not lie. In the circumstances from the documentary evidence discussed hereinabove, I am of the opinion that the five workers under reference have qualified for the post of Examiner and they are entitled to claim the said post w.e.f. 8-7-1992. It is but natural that these workers are entitled to the consequential benefits of the said post of Examiner including further promotion subject to compliance of other necessary requirements. They cannot be deprived of any of the consequential benefits. Thus I hold that they are entitled to all consequential benefits including pay, other allowances and further promotional benefits etc. Accordingly, I decide these issues nos. 1 & 2 in the affirmative.

Issue no. 3 :—

11. In this respect it is the case of the first party that the cause of action arised in the year 1992 and the workmen have raised the industrial dispute 10 years thereafter in the year 2002 and the reference is sent by

Government in the year 2005. Therefore according to the first party the claim of the workmen become stale as it is raised at a very belated stage. In this respect it is contended on behalf of the workmen that they were making demand and management kept on promising them. Therefore they could not raise an industrial dispute at an earliest. In the year 2002 they realized that the management is not ready to accept their demand. Therefore they have moved to the union and the union has raised the industrial dispute. In the circumstances neither the claim can be called stale claim nor the workmen can be deprived of their lawful rights merely for the reason of delay. In the circumstances, I hold that the averment of the first party is devoid of merit that the claim became stale and suffers from delay and laches. Accordingly, I decide this issue no.3 in the negative. Thus the order:

ORDER

- (i) The reference is allowed.
- (ii) The five workmen under reference are entitled to the post of Examiner w.e.f. 8-7-1992 with all consequential benefits. The first party is directed to give them the post of Examiner and is also directed to pay and give all the consequential benefits.

Date: 10th August, 2011

K. B. KATAKE, Presiding Officer

नई दिल्ली, 14 अक्टूबर, 2011

का.आ. 3170.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोल डेम हाइड्रो इलेक्ट्रिक पावर प्रोजेक्ट, एनटीपीसी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 122, 123, 125, 131 तथा 132/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-10-2011 को प्राप्त हुआ था।

[सं एल-42012/214, 213, 211, 209, 210/2010-आईआर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 14th October, 2011

S.O. 3170.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 122, 123, 125, 131 & 132/2011) of the Central Government Industrial Tribunal- cum-Labour Court No. II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Kol Dam Hydro Electric Power Project, NTPC and their workman, which was received by the Central Government on 14-10-2011.

[No. L-42012/214, 213, 211, 209, 210/2010-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH****Present :** Sri A.K. Rastogi, Presiding Officer**Case No. ID No. 122/2011**

Registered on 28-4-2011

Sh. Paras Ram, S/o Sh. Durga Ram, Village Khanyor,
PO Dhalwal, Tehsil Sundernagar, Mandi (HP).**ID No. 123/2011**

Registered on 28-4-2011

Sh. Rakesh Chand S/o Sh. Sita Ram,
Village Dalahar, PO Hijwin, Tehsil Bhoranj,
Hamirpur.**ID No. 125/2011**

Registered on 28-4-2011

Sh. Rameshwar Singh, S/o Sh. Mani Ram,
Village Phagla, PO Bhanwar, Tehsil
Sundernagar, Mandi (HP).**ID No. 131/2011**

Registered on 28-4-2011

Sh. Piaru, S/o Sh. Shiv Ram, Village and PO Samoh,
Tehsil Jhandutta, Bilaspur.**ID No. 132/2011**

Registered on 28-4-2011

Sh. Sunil Kumar, S/o Sh. Julfi ram, Village Jaisar,
PO Matlahar, Tehsil Jawali, Kangra.

... Applicants

Versus

1. The General Manager, Kol Dam Hydro Electric Power Project, NTPC, VPO Barmana, Bilaspur.
2. Project Manager, Italian Thai Development Co. Ltd., Kol Dam Hydro Electric Power Project, Village Kayan, PO Slapper, Teh. Sundernagar, Mandi.
3. M/s. U.R. Infrastructure Company Private Ltd., Village Chamb, Post Office Harnora, Bilaspur.

... Respondents

APPEARANCES

For the workman : None

For the Management : None

AWARD

Passed on Oct. 4, 2011

Central Government -vide Notification No.L-42012/214/2010-IR(DU), L-42012/213/2010-IR(DU), L-42012/211/2010-IR (DU), L-42012/209/2010-IR (DU), L-42012/210/2010-IR (DU) all dated 1/4/2011 in exercise of powers conferred

by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the industrial disputes for adjudication to this Tribunal.

The common question of law and fact involved in all these cases is whether the action of the management of M/s. U.R Infrastructure Co. Pvt. Ltd. sub contractor of M/s. Italian Thai Development Public Ltd., a Contractor of M/s. NTPC Ltd. in retrenchment of the services of the concerned workmen without following the principle of 'Last Come First Go' is legal and justified?

Notices were issued to the parties. In response to the notice only respondent No.2 Project Manager, Italian Thai Development Company Ltd. put in his appearance. In ID No.125 of 2011 the notices sent by registered post to concerned workman Sh. Rameshwar Singh returned with the endorsement that the addressee has left without address. Obviously the service of notice on the concerned workman is not possible.

In other matters the workmen did not appear despite notices sent by registered post. Notices were not received back undelivered. Hence the service is presumed on workmen Paras Ram, Sh. Rakesh Chand, Sh. Piaru and Sh. Sunil Kumar of ID No.122/2011, 123/2011, 131/2011 and 132/2011. As the concerned workman in the related IDs failed to appear and to file claim statement, hence a 'No Dispute' award is passed in ID No. 122 of 2011, 123 of 2011, 125 of 2011, 131 of 2011, 132 of 2011.

Let a copy of the award be placed on the record of ID No.122/2011, 123/2011, 125/2011, 131/2011 and 132/2011 each and two copies of the award be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 14 अक्टूबर, 2011

का.आ. 3171.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू.-डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं.-I, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-1/4 ऑफ 2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-10-2011 को प्राप्त हुआ था।

[सं एल-42011/56/2006-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 14th October, 2011

S.O. 3171.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-1/4 of 2007) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Mumbai as shown in the Annexure, in the Industrial dispute

between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 14-10-2011.

[No. L-42011/56/2006-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

JUSTICE G.S. SARRAF, Presiding Officer

Reference No. CGIT-1/4 of 2007

Parties : Employers in relation to the management of CPWD

AND

Their Workman (W.P.Chavan)

APPEARANCES :

For the Management : Shri.V.Narayanan, Adv.

For the workman : Shri Jaiprakash Sawant. Adv.

State : Maharashtra

Mumbai, dated the 23rd day of September 2011.

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947. The terms of reference given in the schedule are as follows:

Whether the demand of the CPWD Mazdoor Union for correction of date of birth of Shri W.P. Chavan, Wireman, as 15-3-1951, instead of 15-3-1949, is legal and justified? If yes, to what relief the workman concerned is entitled to?

2. According to the statement of claim filed by the CPWD Mazdoor Union the workman W. P. Chavan, Wireman, CPWD at the time of his appointment submitted a primary school certificate dtd. 31-5-1966 issued by District Education Officer, Department of Education, State of Maharashtra, Mumbai showing the date of birth of the workman as 15-3-1951. The clerk dealing with the work of maintaining service book misread the figures shown in the said primary school certificate and incorrectly noted down the date of birth as 15-3-1949 in the service book of the workman. The dealing clerk made the mistake in recording the date of birth of the workman and the management did not correct the said mistake in spite of repeated requests by the workman. The date of birth of the workman is correctly shown in the details of family entry in CGHS card issued to the workman. The management by its letter dtd. 24-12-2003 declined to correct its record for no valid reason. The union by its letter dtd. 8-12-2005 raised an industrial dispute over the demand for entering 15-3-1951 as the correct date of birth of the

workman in his service book but the conciliation proceedings ended in failure. It has, therefore, been prayed that correct entry be made in the service book of the workman in respect of his date of birth which is 15-3-1951 and not 15-3-1949 and the workman be granted all consequential benefits.

3. The first party has filed written statement wherein it has stated that the date of birth of the workman is 15-3-1949. The workman has raised the dispute after 28 years and, therefore, his prayer for altering his date of birth as 15-3-1951 be rejected.

4. The union has filed rejoinder.

5. The workman W. P. Chavan has filed his affidavit and he has been cross-examined by learned counsel for the first party and the first party has filed affidavit of one Shivkumar who has been cross examined by learned counsel for the second party.

6. Heard Shri V. Narayanan, learned counsel for the first party and Shri J. P. Sawant, learned counsel for the workman.

7. The second party workman W.P. Chavan has stated in his affidavit that he has filed a copy of primary school certificate dtd. 31-5-1966 issued by the District Education Officer, Department of Education, State of Maharashtra, Mumbai wherein his date of birth has been shown as 15-3-1951. The above certificate has been marked as Ex. W-2. The workman has also produced a copy of Central Government Health Scheme card dtd. 12-7-2001 Ex. W-3 wherein the date of birth has been shown as 15-3-1951. He has said that his date of birth is 15-3-1951 and, therefore, necessary correction be made in his service book.

8. Against the above evidence of the workman the first party has filed photostat copy of service book of the workman Ex. M-1 wherein the date of birth of the workman has been shown as 15-3-1949 and below this entry there appears thumb and finger impressions of the workman. Ex.M-2 is a copy of Central Government Health Scheme card wherein the date of birth of the workman has been shown as 15-3-1949. In certificate dated 9-2-1990 Ex. M-3 and in certificate dated 12-2-1990 Ex.M-4 issued by the Department to the workman the date of birth of the workman has been noted as 15-3-1949. Ex. M-5 is a office order dated 20-3-1990 regarding confirmation and in this also the date of birth of the workman has been shown as 15-3-1949. Ex. M-8 and Ex. M-9 are the details of the family of the workman furnished by the workman himself under his signatures wherein the date of birth of the workman is shown as 15-3-1949. Ex. M-14 is a form regarding CGHS wherein also the date of birth of the workman has been shown as 15-3-1949.

9. The workman not only put his thumb and finger impressions on his service book below the entry of his date of birth as 15-3-1949 but he himself furnished family

details showing his date of birth as 15-3-1949. In view of the above admissions of the workman himself he is now estopped from disputing the correctness of his date of birth which is 15-3-1949.

10. The workman joined in 1972 and his date of birth is shown as 15-3-1949 not only in the Service book but also in the office order and certificates issued by the first party to the workman. The workman never raise and dispute regarding the correctness of his date of birth till the year 2000. He cannot be allowed to raise the dispute now after an expiry of 28 years from the date he joined. The workman should gracefully accept that his date of birth is 15-3-1949.

11. In view of the above discussion the workman is not entitled to any relief.

An Award is made accordingly.

JUSTICE G. S. SARRAF, Presiding Officer
नई दिल्ली, 14 अक्टूबर, 2011

क्र.आ. 3172.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू-डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-I, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-1/25 ऑफ 2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-10-2011 को प्राप्त हुआ था।

[सं एल-42012/67/2006-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 14th October, 2011

S.O. 3172.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-1/25 of 2007) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Mumbai as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 14-10-2011.

[No. L-42012/67/2006-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

Justice G.S. SARRAF, Presiding Officer

REFERENCE No. CGIT-1/25 of 2007

Parties : Employers in relation to the management of CPWD

And

Their Workman (Dhanpat Mange)

Appearances :

For the Management : Shri. V. Narayanan, Adv.

For the workman : Shri Jaiprakash Sawant, Adv.

State : Maharashtra

Mumbai, dated the 22nd day of September, 2011

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947. (hereinafter referred to as the Act). The terms of reference given in the schedule are as follows:

"Whether the action of the management of the Executive Engineer, MCDU, CPWD, Mumbai in terminating the services of their workman Shri Dhanpat Mange, w.e.f.13-9-2001, is legal and justified? If not, to what relief the workman is entitled to?"

2. According to the statement of claim filed by the second party workman the management of Executive Engineer, Bombay Central Division III and CPWD employed the second party workman in the capacity of driver w.e.f. January 1991. The workman worked in this division for about two years. Thereafter the first party assigned the work of driver from July 1994 and the second party workman was in continuous employment of the first party in its MCD-V Division. The first party did not issue work orders for all the period in order to deprive him of his lawful rights and benefits. The first party deliberately misplaced the attendance registers in respect of the second party and has also lost log books of the vehicle driven by the second party workman. The second party workman was paid his wages after obtaining his signatures on cash vouchers. The second party was attending to the work against one of the permanent vacancies of the motor lorry driver. The work still exists. The second party was selected for the post as per the procedure that existed for long time. The first party, however, terminated the services of the second party workman w.e.f.13-9-2001 in violation of principles of natural justice and in contravention of Section 25-F of the Act. The second party workman has, therefore, prayed that he be reinstated in service w.e.f. 13-9-2001 with full back wages, continuity in service and all consequential benefits.

3. The first party has filed written statement wherein it has stated that the second party workman was given contract for supplying driver to CPWD for its vehicle and the second party workman was never employed as department's driver. During January 1991 and September

2001 the second party workman was given contract for driving the official vehicle through a proper contract/work order. However, in December 2001 the said official vehicle was scrapped and thereafter no further work order was issued to anyone. There was no permanent vacancy of the driver in MCD-V. The second party workman was a contractor and, therefore, there was no question of his signing in attendance register. Similarly there was no log book. According to the written statement the second party workman was never selected by the department as per the procedure. The first party is a Central Government Department and any recruitment is done by following the management rules as calling for application through employment news or newspaper, calling candidates from the employment office, short listing the candidates, conducting tests, interviews, medical examination, police verification etc. and the power of recruiting is vested in a particular branch of the CPWD known as Coordination circle, and for Mumbai it is the office of the Superintendent Engineer, Coordination Circle, CPWD which makes recruitments. The first party has, therefore, prayed that the claim application of the second party workman be dismissed.

4. The second party workman has filed rejoinder in which he has reiterated his stand.

5. The second party workman has filed his own affidavit and he has been cross-examined by learned counsel for the first party and the first party has filed affidavit of one S.B. Karhadkar who has been cross-examined by learned counsel for the second party workman.

6. Heard Shri Jaiprakash Sawant, learned counsel for the second party workman and Shri Narayanan learned counsel for the first party.

7. The first party is a Central Government Department and there are specific recruitment rules. If there is a vacancy it has to be advertised. The candidates have to be interviewed and medically examined and police verification has to be done before any person is appointed to the job. No such procedure was followed. The second party workman has admitted in his cross-examination that he never applied for any job in the CPWD, the employment exchange never sent his name to the CPWD, the CPWD never interviewed him, he was never medically examined and he never furnished any details for the purpose of police verification. There is no order terminating the service of the second party workman w.e.f. 13-9-2001 because he was never given an appointment in the department. The second party workman worked on the basis of contractual work orders. When the work order was not given to the second party workman he came with the request for reinstatement. There never existed a relationship of employer and employee between the first party and the second party workman and if the second party workman has worked

for more than 240 days on the basis of a contract entered into by him with the first party then certainly he cannot seek reinstatement.

8. Moreover, the second party workman raised the dispute earlier also which was referred to CGIT-II, Mumbai for adjudication. The dispute was as under:

Whether the action of the Ex. Engineer, MCD-V, CPWD in not regularizing the employment of Shri Dhanpat Mange, ML Driver w.e.f. December 95 is legal and justified? If not, to what relief the workman concerned is entitled to?

CGIT-II, Mumbai by Award dt. 3-3-2009 rejected the reference. The dispute earlier referred was regarding regularization and the dispute now referred to before this Tribunal is for reinstatement. If regularization has been refused by CGIT-II, Mumbai by award dt. 3-3-2009 how on the same facts the second party workman can be reinstated.

9. In view of the above discussion it is clear that the second party workman is not entitled to any relief.

An Award is passed accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 14 अक्टूबर, 2011

का.आ. 3173.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-I, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-1/12 ऑफ 2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-10-2011 को प्राप्त हुआ था।

[सं एल-40011/31/2010-आईआर (डी यू.)]

जोहन तोपनो, अवर सचिव

New Delhi, the 14th October, 2011

S.O. 3173.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-1/12 of 2011) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Mumbai as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 14-10-2011.

[No. L-40011/31/2010-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI**

JUSTICE G.S. SARRAF, Presiding Officer

Reference No. CGIT-I/12 of 2011

Parties: Employers in relation to the management of
Bharat Sanchar Nigam Ltd.

And

Their Workman

APPEARANCES :

For the Management : Absent

For the workman : Shri G. S. Choudhari,
General Secretary.

State : Maharashtra

Mumbai, dated the 3rd day of October 2011.

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947. The terms of reference given in the schedule are as follows :

Whether the action of the Management of BSNL, Dhule in effecting transfers of employees, not in line with the Transfer Policy Guidelines issued by the Corporate Office, is fair, legal and justified? If not, what reliefs and other privileges are the employees (represented by NFTE) entitled to?

2. Shri G.S. Choudhari, Assistant Circle Secretary, National Federation of Telecom Employees, BSNL is present before this Tribunal today and he has filed an application that the union does not wish to file statement of claim and pursue the case and, therefore, the case may be disposed of.

3. Since the union has not filed any statement of claim and since the union is not interested in pursuing the case it is clear that the employees represented by NFTE are not entitled to any relief.

An Award is made accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 19 अक्टूबर, 2011

का.आ. 3174.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 1 नवम्बर, 2011 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध गुजरात राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे :-

“जिला वडोदरा में वडोदरा नगरपालिका की विस्तारित सीमाओं के अन्तर्गत आने वाले क्षेत्र”

[सं एस-38013/69/2011-एस.एस. 1]

नरेश जायसवाल, अवर सचिव

New Delhi, the 19th October, 2011

S.O. 3174.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2011 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Gujarat namely :—

“The areas comprising the extended municipal limits of Vadodara in the district of Vadodara”

[No. S-38013/69/2011-S.S. 1]

NARESH JAISWAL, Under Secy.

नई दिल्ली, 20 अक्टूबर, 2011

का.आ. 3175.—केन्द्रीय सरकार संतुष्ट है कि लोकहित में ऐसा अपेक्षित है कि बैंकिंग उद्योग में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 2 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं एस-11017/5/97-आई आर (पी एल)]

ए. सी. पाण्डे, संयुक्त सचिव

New Delhi, the 20th October, 2011

S.O. 3175.—Whereas the Central Government is satisfied that the public interest requires that the services in the Banking Industry which is covered by item 2 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act.

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purpose of the said Act for a period of six months.

[No. S-11017/5/97-IR (PL)]

A. C. PANDEY, Jt. Secy.

नई दिल्ली, 20 अक्टूबर, 2011

New Delhi, the 20th October, 2011

का.आ. 3176.—केन्द्रीय सरकार संतुष्ट हो, जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम और रोजगार मंत्रालय की अधिसूचना संख्या का.आ.युनियन उद्योग जो कि औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की दिनांक 29-4-2011 द्वारा प्रथम अनुसूची की प्रविष्टि 19 में शामिल है—को उक्त अधिनियम के प्रयोजनों, के लिए दिनांक 11-5-2011 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था:

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 11-11-2011 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं एस-11017/9/97-आई आर (पी एल)]

ए. सी. पाण्डे, संयुक्त सचिव

S.O. 3176.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub- clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour & Employment dated 29-04-2011 the service in Uranium Industry which is covered by item 19 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a Public Utility Service for the purpose of the said Act, for a period of six months from the 11th May 2011.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a Public Utility Service for the purposes of the said Act, for a period of six months from the 11th November, 2011.

[No. S-11017/9/97-IR (PL)]

A. C. PANDEY, Jt. Secy.